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

Agency of Transportation
Finance & Administration
[phone] 802-622-1285
[ttd] 800-253-0191

Request for Proposals (RFP): IQ003 Indefinite Delivery / Indefinite Quantity Primary Contracts –Contractor On-Ramp for additional Scopes of Work

March 13, 2020

Ladies and Gentlemen,

The Vermont Agency of Transportation (VTrans) releases this Request for Proposals (RFP) to expand the Primary Indefinite Delivery/Indefinite Quantity (IDIQ) Contracts. VTrans currently has existing IDIQ Primary Contracts which include 6 scopes of work under the Highway Bureau. This RFP is to add 3 additional scopes of work for the Highway Bureau, and to add 6 scopes of work for the Railway & Aviation Bureau. VTrans seeks contractors to perform preventive maintenance and repair services including equipment and materials through a task order/solicitation process for the Highway and Railway & Aviation Bureaus. This RFP will result in the award of Primary Contracts to multiple Contractors.

New and/or existing contractors are encouraged to apply for these additional scopes of work. Existing contractors awarded Primary contracts under previous RFP# IQ001/IQ002 do not need to take any action **unless they want to apply for these new additional scopes**, which if awarded, will amend their current IDIQ Primary contract to add the additional awarded scopes of work.

Prior proposals will not automatically be included for consideration for these newly added scopes without a new application. For example, if you currently hold 'Right of Way Clearing' scope in Highway, you still must apply to be considered for the new added scope of 'Right of Way Clearing' in Railway & Aviation.

Bidders may propose on one or more scopes of work, and one or more regions. Bidders selected for Primary Contracts under this On-Ramp RFP will become part of a "pool" of Contractors who may be solicited to bid on Task Orders for specific projects in the scopes of work and regions for which they are selected, which will be listed in the Primary Contract.

VTrans intends to select multiple contractors to perform these services. VTrans reserves the right to award Primary contracts that contain some, but not all, of the work types and/or regions requested by a Contractor.

For new Contractors, VTrans will enter into Primary Contracts with an initial term which will co-term with the existing IDIQ Contract pool end date. For existing IDIQ Primary Contractor, the additional will be added through amendment to the existing contract and the end date will remain the same.

The following Scopes of Work will be addressed in this RFP:

SCOPES OF WORK (SOW) IN ATTACHMENT A:

HIGHWAY

Scopes A1-A6 as solicited in IQ001/002 are closed for consideration. (These included A-1 Paving, A-2 Surface Treatments, A-3 Bridge Repair, A-4 Large Culvert Repair, A-5 Roadway Repair, and A-6 Right-of-Way Clearing)

A-7 Landscaping
A-8 Signs
A-9 Line Striping

RAILWAY & AVIATION

A-R1 Track Work
A-R2 Culvert, Slope Slides/Landslides and/or Washout/Ditching
A-R3 Bridges
A-R4 Crossing & Paving
A-R5 Right-of-Way Clearing (includes Debris Removal)
A-R6 Fencing

The provisions set forth in this Request for Proposals (RFP) are as follows:

TASK ORDERS: Individual services will be solicited utilizing a Task Order Process. The following is provided for informational purposes only and may be revised prior to the execution of Primary Contracts. After Primary Contracts are in place, VTrans will issue Task Bid Request (TBR) Solicitations to all Primary Contract holders inviting them to bid on specific projects that are within the scope and region designated in their Primary Contracts.

TBRs will include, among other project-specific details, the location, type of work, type of pricing sought, and the deadline by which the contractor must submit a Bid Proposal (BP). BPs must be submitted in accordance with the instructions in the TBR and include all the information requested.

Highway Task Orders (TOs) will be awarded to the lowest priced, responsive, and responsible Bidder.

Rail & Aviation Bureau Task Orders:

- Federally funded Task Orders will be awarded to the lowest priced, responsive, and responsible Bidder.
- 100% State-Funded Task Orders have an option to be awarded based on 'Best Interest to the State', which will take into account factors such as availability, ability to mobilize quickly, and qualifications-based factors.
- Individual Task Orders will detail the process for selection for these State funded task orders.

In all cases, bids appearing unbalanced or exhibiting a lack of project understanding may be disqualified. VTrans may seek clarification from one or all Bidders, as VTrans deems necessary. No Task Order may have a completion date after the expiration date plus exercised extensions of the applicable Primary Contract.

State and/or federal funds will be utilized for these services. Individual TBR Solicitations will identify the funding source and related requirements for each project. Each Primary Contract will include a set of state and federally required provisions that will be applicable to a specific Task Order.

The maximum amount for each contract will vary in accordance with the scopes of work awarded under this Primary Contract. ***Award of a contract does not guarantee payment of any or all of the maximum amount.***

FEDERAL-AID PROJECTS: The following specifications included in this RFP are effective for all federally funded work in excess of $10,000.00 except where noted in the TBR Solicitation:

- Required Contract Provisions for Federal-Aid Construction
- Standard Federal Equal Employment Opportunity -Specifications
- Wage Rates for Federal-Aid Projects (*Note: These wages will apply to work done or services performed in excess of $2,000.00*)
- Vermont Minimum Labor and Truck Rates
- Disadvantaged Business Enterprises (DBE) Directory
- DBE Policy Contract Requirements
- Certification for Federal-Aid Contracts
- Workers' Compensation; State Contracts Compliance Requirement

If the value of the work performed under this contract pursuant to a TO is in excess of $250,000.00, Workers Classification Compliance Requirements (Self and Subcontractor Reporting); and State Contracts Compliance Requirements apply.

The Contractor will be required to provide bonding for Task Orders in accordance with 19 V.S.A. § 10(9). At present, should a Task Order be in a sum greater than $100,000.00, the Contractor will be required to provide both a Compliance Bond in a sum equal to one-hundred percent (100%) of the total Task Order value, *and* a Labor and Materials Bond in a sum equal to one-hundred percent (100%) of the total Task Order value.

The Contractor shall return all required Task Order documents to the VTrans' Office of Contract Administration within fifteen (15) calendar days from the date of the award notification. These documents can be including but not limited to bonding, insurance or program-specific forms.

ON-RAMP PROCEDURES: VTrans reserves the right to reopen competition to add Primary Contractors to the IDIQ contractor pool by issuing additional RFPs during the original and optional Primary Contract periods. The evaluation and selection of awardees for any on-ramp will be the same as the evaluation and award criteria used for the prior Primary Contract awards. Any new awardees will compete going forward with any existing contractors for all Task Orders in the applicable competition pool. Any additions resulting from on-ramps will not impact the contract maximum ceiling for the work type. The period of performance for new awardees will not exceed the overall maximum term of the original Primary Contract, including extension options. VTrans will not consider unsolicited requests for addition to the Primary Contract.

OFF-RAMP PROCEDURES: In addition to any other means or methods of termination provided for in this contract, VTrans reserves the right to terminate Primary Contracts at any time when it determines that a Contractor has failed to deliver adequate performance. VTrans will assess Contractor performance in evaluations at the completion of individual Task Orders. No Primary Contract will be terminated via these off-ramp procedures without documented unsatisfactory performance without an opportunity to respond.

CROSS-RAMP PROCEDURES: VTrans reserves the right to issue TBR Solicitations to Primary Contract holders in different work types and regions from those covered by their Primary Contract. Cross-Ramp procedures will be used on a case-by-case, as needed basis, and should generally be an exception. Longer-term adjustments to regional contractor pools will be accomplished by utilizing the on-ramp procedure.

RFP INFORMATIONAL MEETING: VTrans will provide an informational call-in meeting at **11:00A.M. – 1:00P.M.** on **Tuesday, March 24, 2020** further information regarding this meeting will be posted as an addendum**.** Attendance at this meeting is not mandatory in order to submit a proposal.

QUESTIONS: All questions related to this RFP shall be submitted **in writing** to **Janet Overstreet** by e-mail janet.overstreet@vermont.gov . All such questions and requests shall be received **no later than 2:00P.M. Friday, March 27, 2020**. Please title email submissions*:* IQ003 RFP Questions – *bidder company name.* 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.*** Answers to questions will be posted publicly on the VTrans website at https://vtrans.vermont.gov/contract-admin/bids-requests/highway#idiq .

It is a condition of applying under this RFP that, by submitting an application, applicant accepts and agrees unconditionally that if applicant in any way contacts, or attempts to contact, a VTrans employee 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 applicant will be barred from receiving or performing work of the type covered under the RFP, for 365 days from the date of that applicant's attempted contact with the VTrans scorer. **The only valid point of contact for questions about the process or outcome is VTrans Contract Administration.**

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 Advertised Projects website listed below.

IT IS THE RESPONSIBILITY OF THE APPLICANT TO OBTAIN ANY RFP MODIFICATIONS ISSUED. The RFP and any addendums will be posted on the VTrans Contract Administration website at: https://vtrans.vermont.gov/contract-admin/bids-requests/highway#idiq .

EVALUATION OF PROPOSALS: VTrans will award Primary Contracts in the best interest of the State to applicants demonstrating the ability to perform the work, which may be required by TOs assigned under the contract and in conformance with all contract requirements. In making best interest determinations, the selection panel will evaluate proposals based upon the following primary factors and related subfactors:

Primary Evaluation Factors:

- **Business Structure:** The proposal must demonstrate the Bidder has the financial, managerial and organizational capability for satisfactory performance. The total possible points for this evaluation factor are 4, point weighting is described below.

4	**Exceptional**	**Offeror's proposal has an exceptional demonstration of financial, managerial and organizational capability for satisfactory performance.**
3	**Very Good**	**Offeror's proposal has a very good demonstration of financial, managerial and organizational capability for satisfactory performance.**
2	**Acceptable**	**Offeror's proposal has an acceptable demonstration of financial, managerial and organizational capability for satisfactory performance.**
1	**Marginal**	**Offeror's proposal has a marginal demonstration of financial, managerial and organizational capability for satisfactory performance.**
0	**Unacceptable**	**Offeror's proposal has an unacceptable demonstration of financial, managerial and organizational capability for satisfactory performance.**

- **Experience:** The proposal must describe the Bidder's experience in the work types similar to those included in this RFP for which they are bidding. The total possible points for this evaluation factor are 4, point weighting is described below.

4	**Exceptional**	**Offeror's proposal has an exceptional experience.**
3	**Very Good**	**Offeror's proposal has a very good experience.**
2	**Acceptable**	**Offeror's proposal has an acceptable experience.**
1	**Marginal**	**Offeror's proposal has a marginal experience.**
0	**Unacceptable**	**Offeror's proposal has an unacceptable experience.**

- **Past Performance:** The proposal must demonstrate the Bidder's past performance record for projects in work categories similar to those included in this RFP for which they are bidding. The total possible points for this evaluation factor are 4, point weighting is described below.

4	**Exceptional**	**Offeror's proposal has an exceptional past performance.**
3	**Very Good**	**Offeror's proposal has a very good past performance.**
2	**Acceptable**	**Offeror's proposal has an acceptable past performance.**
1	**Marginal**	**Offeror's proposal has a marginal past performance.**
0	**Unacceptable**	**Offeror's proposal has an unacceptable past performance.**

(See Attached forms identified as B-1 through B-6, further detail is provided below.)

To be considered responsive to this RFP, each proposal shall conform to the following requirements:

Submit **ten (10) bound paper copies** of the proposal ***FOR EACH SCOPE OF WORK the bidder wishes to be considered for*** in a sealed envelope prior to **2:00 P.M., Tuesday, April 7, 2020** to:

Agency of Transportation
Office of Contract Administration
219 N. Main Street, Suite 105
Barre, VT 05641

- The proposal shall not exceed twenty (20) double-sided pages. All pages shall be numbered consecutively. The pages shall be formatted as 8½" x 11" sheets. Font shall be size 12.
- The twenty (20) pages are **not inclusive** of the required attachments described below.
- The 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.

The following documents must be completed and returned with the bidder's proposal and are counted toward the Bidder's page limit. Submission for each scope of work desired to be considered for is required.

1. Bidders will use Attachment B-1 to indicate the combinations of Scope of Work activities and Regions that bidders would like included in a Primary Contract.
2. Bidders will use Attachment B-3 to provide information regarding the Business Structure factor.
3. Bidders will use Attachment B-4 to provide information regarding past performance and three (3) references that address the Bidder's performance on government or commercial projects similar to those referenced in Attachments A-7 – A-9 /A-R1 – A-R6 for which the Bidder wishes to be considered. VTrans may consider other information in its possession in addition to references provided.
4. Bidders will use Attachment B-5 to provide additional information regarding the Experience factor.

Bidders are not limited to providing only the information requested in the forms and remain responsible for providing all information necessary to demonstrate the ability to perform the work, which may be required under the contract in conformance with all contract requirements.

The following documents must be completed and returned with the Bidder's proposal and are NOT counted toward the bidder's page limit.

5. **Debarment and Non-Collusion Affidavit** – Form CA-91 (Attachment M): All bidders will be required to execute a sworn statement, certifying that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.
6. **Contractor's EEO Certification** - Form CA-109 (Attachment N): The certification is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by contractors and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause.

7. **Worker Classification Compliance Requirements – (**Attachment O): The form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid. This form is in accordance with Section 32 of Vermont Act 54 (2009), as amended by Section 17 of Vermont Act 142 (2010) and further amended by Section 6 of Vermont Act 50 (2011).
8. **Contractor and Sub-Contractor Information Form** – (Attachment P): The form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.
9. **Certificate of Workers' Compensation Coverage Compliance** – (Attachment Q): The form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid. The form includes the Climate Change Considerations in State Procurements Certification.

INSURANCE REQUIREMENTS:

The Bidder shall submit to VTrans a certificate of insurance showing that minimum coverages are in effect at the time of contract. ***No work may be performed for any VTrans contract and/or Notice to Proceed, including mobilization, without compliant insurance being on file at AOT Contract Administration.*** It is the responsibility of the contractor to maintain current certificates of insurance on file with the State through the term of the contract and provide updated certificates as requested.

Worker's Compensation: With respect to all operations performed, the contractor shall carry worker's compensation insurance in accordance with the laws of the State of Vermont.

NOTE: In the case of out-of-state Bidders, the Bidder's workers' compensation insurance carrier must be licensed to write workers' compensation for all work that will be conducted within Vermont and so noted on the Certificate of Insurance.

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

Premises - Operations
Independent Contractor's Protective Products and Completed Operations Personal Injury Liability Contractual Liability
The policy shall be on an occurrence form and limits shall be for the required minimum amounts for construction contracts as stated in the ***2018 Standard Specifications for Construction Book*, Section 103.04**

Automobile Liability: The contractor shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract. Limits of coverage shall not be less than stated in the ***2018 Standard Specifications for Construction Book*, Section 103.04** INSURANCE REQUIREMENTS.

Railroad Protective Liability Insurance: *Where applicable,* when the contract requires work on, over or under the right-of-way of any railroad, the contractor shall provide and file with the Agency, with respect to the operations that it or its subcontractor perform under the State of Vermont Agency of Transportation contract, will also require Railroad Protective Liability Insurance. *See Attachment D*. This insurance is **not required** at the time of contract, only at the Task Order level.

Please Note: VTrans' current Disadvantaged Business Enterprise (DBE) Directory and the current Davis-Bacon Wage Rates can be found on-line at http://vtranscivilrights.vermont.gov/.

Clearly indicate the following on the outside of the **sealed envelope** containing the proposal (containing all bidder proposals for related scopes of work):

- Name and address of the prime contractor
- Due date and time **(4/07/2020 by 2:00 P.M.)**
- Envelope contents (**Proposals**)
- Project name – **Primary IDIQ – IQ0003**

All Bidders are hereby notified that sealed proposals must be received by the Agency of Transportation, Office of Contract Administration located at 219 N. Main Street, Suite 105, Barre, VT 05641by the due date and time. **Proposals not in possession of VTrans Contract Administration by the due date and time will be returned to the Bidder and will not be considered.**

Delivery Methods:

- U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids with 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 05641.*
- HAND DELIVERY: Hand-carried proposals shall be delivered to a representative of VTrans Contract Administration prior to the due date and time.
- ELECTRONIC: Electronic proposals will not be accepted.
- FAX BIDS: Faxed proposals will not be accepted.

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

The Contractor shall sign the contract documents and return them to the Agency's Office of Contract Administration within fifteen (15) calendar days from the date of the award notification. No contract shall be considered effective until it has been fully signed by all of the parties required insurance has been verified

If a Bidder is aggrieved by the proposed award of the contract, the Bidder may appeal in writing to the Agency of Transportation Chief of Contract Administration. The appeal must be postmarked within fourteen (14) calendar days following the date of the written notice to award the contract.

All proposals become the property of VTrans upon submission. The cost of preparing, submitting and presenting a proposal is the sole expense of the Bidder. 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 in part or in its entirety this RFP if it is in the best interests of VTrans. This solicitation of proposals in no way obligates VTrans to award a contract.

Sincerely,

Maureen Parker

AOT Chief of Contract Administration

By: Janet Overstreet
Contract Specialist V

ENCLOSURES:

Attachment A - IDIQ SCOPES OF WORK (dated January 2020)

HIGHWAY

- A-7 – Landscaping
- A-8 – Signs
- A-9 – Line Striping

RAILWAY & AVIATION BUREAU (February 2020)

- A-R1 – Track Work
- A-R2 – Culvert, Slope Slides/Landslides and/or Washout/Ditching
- A-R3 – Bridges
- A-R4 – Crossing & Paving
- A-R5 – Right-of-Way Clearing (includes Debris Removal)
- A-R6 – Fencing

Attachment B – Required Bidder Informational Forms

- B-1 – Activities and Regions
- B-2 – Key Personnel Resume Form
- B-3 – Business Structure Questionnaire Form
- B-4 – Past Performance Questionnaire and Reference Form
- B-5 – Experience Questionnaire Form
- B-6 – Contractor Work History Form

Attachment C – Standard State Provisions for Contracts and Grants (Rev 12/15/17)

Attachment D – Other Provisions

Attachment E – Required Contract Provisions for Federal-Aid Construction

Attachment F – Standard Federal EEO Specifications

Attachment G – VAOT Contractor Workforce Reporting Requirements

Attachment H – *LINK ONLY* Wage Rates for Federal-Aid Projects (See http://vtranscivilrights.vermont.gov/ for the latest wage rates)

Attachment I – Vermont Minimum Labor and Truck Rates

Attachment J – *LINK ONLY* WBE/DBE Registry (See http://vtranscivilrights.vermont.gov/ for the latest Registry)

Attachment K – Disadvantaged Business Enterprise (DBE) Policy Contract Requirements

Attachment L – Certification for Federal-Aid Contracts

Attachment M – Debarment and Non-Collusion Affidavit

Attachment N – Contractor's EEO Certification Form

Attachment O – Workers Classification Compliance Requirements (Self and Subcontractor Reporting)

Attachment P – Contractor and Sub-Contractor Information Form

Attachment Q – Certificate of Compliance

Attachment R – Statewide Map of Rail Lines

Attachment S – FEMA Debris Management Form

Attachment T – American Railway Engineering and Maintenance-of-Way Association (AREMA) Certification

Reference Links:

- 2009 Manual on Uniform Traffic Control Devices (MUTCD) with Revisions 1 and 2, May 2012) http://mutcd.fhwa.dot.gov/kno_2009r1r2.htm
- Required Federal Poster Package http://vtrans.vermont.gov/civil-rights/doing-business/contractors- center/poster-packages
- NCHRP Report 350 (Payment for Traffic Control equipment shall be subsidiary to Support Equipment) http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/nchrp_350/
- The following Specifications found at: http://vtrans.vermont.gov/contract-admin/construction
  - Standard Specifications for Construction Book (most current)
  - General Special Provisions for All Projects (most current)
  - Section 653 – Erosion Prevention & Sediment Control Plan
- FAA Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects (https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/combined-federal-contract-provisions.pdf)

ATTACHMENT A-7

HIGHWAY SCOPE OF WORK FOR LANDSCAPING

January 2020

SCOPE: Work may consist of, but not be limited to, furnishing, transporting, planting, and transplanting various size trees, shrubs, vines, perennials, and ground cover plants, establishment and maintenance of plantings or plantings by others, turf establishment consisting of the preparation of disturbed area and the corresponding application of topsoil, grubbing material, sod, seed, soil amendments, and mulch, erosion prevention and sediment control consisting of furnishing, installing, monitoring, maintaining, removing, and disposing of erosion prevention and sediment control measures. Additional information regarding the potential work activities included within this category can be found within the Vermont Agency of Transportation 2018 Standard Specifications for Construction, Section 651 – Turf Establishment, Section 653 – Erosion Prevention and Sediment Control, and Section 656 – Planting Trees, Shrubs, and Vines https://outside.vermont.gov/agency/VTRANS/external/docs/construction/02ConstrServ/PreContract/2018SpecBook/2018%20Standard%20Specifications%20for%20Construction.pdf.

TRAFFIC CONTROL: Traffic Control shall either be the responsibility of the Contractor or of the Vermont Agency of Transportation (VTrans) depending on the nature and/or duration of the work effort. VTrans will identify the responsible party for providing Traffic Control and will convey that information within the solicitation. Part 6 (Temporary Traffic Control) of the most current version of the Manual on Uniform Traffic Control Devices (MUTCD) (https://mutcd.fhwa.dot.gov/) establishes the traffic control standards and guidelines for street and highway maintenance operations. Traffic Control shall comply with Chapter 6H of the MUTCD and will be performed in such a way as to minimize conflicts with normal highway traffic. VTrans may require the presence of Uniform Traffic Officers (UTOs). The presence of UTOs shall not excuse the Contractor from its' obligation to provide a compliant sign package and trained Flaggers.

GENERAL: Solicitations under this category will contain a scope of work specific to that project and will identify applicable standards, specifications, and requirements. Unless otherwise specified, the Contractor shall provide all necessary materials for the work. Disposal of removed materials shall be the responsibility of the Contractor. Any salvaged materials that are required to be delivered to a designated location will be identified in applicable solicitations.

All work assigned under this category shall be completed under the direction, supervision, and to the satisfaction, of an authorized representative of VTrans. To the extent possible, and as identified in the solicitation, all work will be completed in accordance with the most recent version of the Vermont Agency of Transportation's Standard Specifications for Construction including General Special Provisions as well as any other applicable State, Federal, and/or VTrans Standards, Policies, and Specifications.

If a Contractor performs work or services under this contract pursuant to a specific work assignment that involves work on a federal-aid project in excess of $2,000.00, the requirements of Wage Rates for Federal-Aid Projects shall apply to the wages paid to the private sector workers.

Further, if the value of the work done or services performed under this contract pursuant to a specific work assignment is in excess of $250,000, Workers' Compensation; State Contracts Compliance Requirements apply.

ATTACHMENT A-8

HIGHWAY SCOPE OF WORK FOR SIGNS

January 2020

SCOPE: Work may consist of, but not be limited to, furnishing, constructing, and installing sign post foundations, sign posts, traffic signs, removing existing signs, setting salvaged sign posts, erecting salvaged signs, and miscellaneous related work activities. Additional information regarding the potential work activities included within this category can be found within the Vermont Agency of Transportation 2018 Standard Specifications for Construction, Section 675 – Traffic Signs https://outside.vermont.gov/agency/VTRANS/external/docs/construction/02ConstrServ/PreContract/2018SpecBook/2018%20Standard%20Specifications%20for%20Construction.pdf.

TRAFFIC CONTROL: Traffic Control shall either be the responsibility of the Contractor or of the Vermont Agency of Transportation (VTrans) depending on the nature and/or duration of the work effort. VTrans will identify the responsible party for providing Traffic Control and will convey that information within the solicitation. Part 6 (Temporary Traffic Control) of the most current version of the Manual on Uniform Traffic Control Devices (MUTCD) (https://mutcd.fhwa.dot.gov/) establishes the traffic control standards and guidelines for street and highway maintenance operations. Traffic Control shall comply with Chapter 6H of the MUTCD and will be performed in such a way as to minimize conflicts with normal highway traffic. VTrans may require the presence of Uniform Traffic Officers (UTOs). The presence of UTOs shall not excuse the Contractor from its' obligation to provide a compliant sign package and trained Flaggers.

GENERAL: Solicitations under this category will contain a scope of work specific to that project and will identify applicable standards, specifications, and requirements. Unless otherwise specified, the Contractor shall provide all necessary materials for the work. Disposal of removed materials shall be the responsibility of the Contractor. Any salvaged materials that are required to be delivered to a designated location will be identified in applicable solicitations.

All work assigned under this category shall be completed under the direction, supervision, and to the satisfaction, of an authorized representative of VTrans. To the extent possible, and as identified in the solicitation, all work will be completed in accordance with the most recent version of the Vermont Agency of Transportation's Standard Specifications for Construction including General Special Provisions as well as any other applicable State, Federal, and/or VTrans Standards, Policies, and Specifications.

If a Contractor performs work or services under this contract pursuant to a specific work assignment that involves work on a federal-aid project in excess of $2,000.00, the requirements of Wage Rates for Federal-Aid Projects shall apply to the wages paid to the private sector workers.

Further, if the value of the work done or services performed under this contract pursuant to a specific work assignment is in excess of $250,000, Workers' Compensation; State Contracts Compliance Requirements apply.

ATTACHMENT A-9

HIGHWAY SCOPE OF WORK FOR LINE STRIPING

January 2020

SCOPE: Work may consist of, but not be limited to, furnishing and placing retroreflective pavement markings, including temporary pavement markings, the removal of existing pavement markings, and the texturing of bituminous concrete pavement to construct rumble strips, rumble stripes, and/or recessed pavement markings. Additional information regarding the potential work activities included within this category can be found within the Vermont Agency of Transportation 2018 Standard Specifications for Construction, Section 213 – Milled Rumble Strips and Section 646 – Retroreflective Pavement Markings https://outside.vermont.gov/agency/VTRANS/external/docs/construction/02ConstrServ/PreContract/2018SpecBook/2018%20Standard%20Specifications%20for%20Construction.pdf.

TRAFFIC CONTROL: Traffic Control shall either be the responsibility of the Contractor or of the Vermont Agency of Transportation (VTrans) depending on the nature and/or duration of the work effort. VTrans will identify the responsible party for providing Traffic Control and will convey that information within the solicitation. Part 6 (Temporary Traffic Control) of the most current version of the Manual on Uniform Traffic Control Devices (MUTCD) (https://mutcd.fhwa.dot.gov/) establishes the traffic control standards and guidelines for street and highway maintenance operations. Traffic Control shall comply with Chapter 6H of the MUTCD and will be performed in such a way as to minimize conflicts with normal highway traffic. VTrans may require the presence of Uniform Traffic Officers (UTOs). The presence of UTOs shall not excuse the Contractor from its' obligation to provide a compliant sign package and trained Flaggers.

GENERAL: Solicitations under this category will contain a scope of work specific to that project and will identify applicable standards, specifications, and requirements. Unless otherwise specified, the Contractor shall provide all necessary materials for the work. Disposal of removed materials shall be the responsibility of the Contractor. Any salvaged materials that are required to be delivered to a designated location will be identified in applicable solicitations.

All work assigned under this category shall be completed under the direction, supervision, and to the satisfaction, of an authorized representative of VTrans. To the extent possible, and as identified in the solicitation, all work will be completed in accordance with the most recent version of the Vermont Agency of Transportation's Standard Specifications for Construction including General Special Provisions as well as any other applicable State, Federal, and/or VTrans Standards, Policies, and Specifications.

If a Contractor performs work or services under this contract pursuant to a specific work assignment that involves work on a federal-aid project in excess of $2,000.00, the requirements of Wage Rates for Federal-Aid Projects shall apply to the wages paid to the private sector workers.

Further, if the value of the work done or services performed under this contract pursuant to a specific work assignment is in excess of $250,000, Workers' Compensation; State Contracts Compliance Requirements apply.

ATTACHMENT A-R1

RAIL & AVIATION BUREAU

SCOPE OF WORK FOR TRACK WORK

February 18, 2020

SCOPE: Work shall consist of, but not be limited to, the removal of existing track, the re-installation of track, including all track elements, or the permanent installation of new track on any state-owned rail line.

Material: All material used shall be in accordance with applicable standards of the American National Standards Institute (ANSI), the American Standards Association (ASA), the American Society of Testing and Materials (ASTM) and the American Association of State Highway Transportation Officials (AASHTO) and American Railway Engineering and Maintenance-of-Way Association and Federal Aviation Administration Advisory Circular(s) and VTrans Approved Products List, as applicable.

Traffic Control: Traffic Control shall either be the responsibility of the contractor or of VTrans depending on the nature and/or duration of the work effort. VTrans will advise the contractor prior to the assignment of work regarding the responsibility for providing Traffic Control. Part 6 (Temporary Traffic Control) of the most current version of the Manual on Uniform Traffic Control Devices (MUTCD) establishes the traffic control standards and guidelines for street and highway maintenance operations. Traffic Control, shall comply with Chapter 6H of the MUTCD whenever possible.

Construction will be performed in such a way as to minimize conflicts with normal highway traffic. When two-way traffic cannot be maintained, a sign package that conforms to the MUTCD or VTrans Standards, and trained Flaggers shall be provided. In addition, VTrans may require the presence of Uniform Traffic Officers (UTOs). The presence of UTOs shall not excuse the contractor from its obligation to provide the sign package and Flaggers.

Active Railroad Flagging: Railroad Flagging shall consist of maintaining Operating Railroad traffic and coordinating with VTrans and the Operating Railroad for inspection and review of the Contractor's work in conjunction with construction operations. A Railroad Flagger shall be requested any time construction operations will be within 25 feet of the nearest rail or within the Operating Railroad Right-of-Way, whichever is furthest.

The Contractor shall obtain verification of the time and schedule of track occupancy from the Operating Railroad before proceeding with any construction or demolition work over, under, within, or adjacent to the Operating Railroad Right-of-Way.

All work to be done under, upon, or over the Operating Railroad Right-of-Way shall be performed by the Contractor in a manner satisfactorily to the Engineer and shall be performed at such times

and in such manner as to not interfere with the movement of trains or traffic upon the tracks. The Contractor shall use all necessary care and precaution to avoid accidents, delay, or interference with the trains or other property.

The Contractor shall conduct the work and handle equipment and materials so that no part of any equipment should foul an operated track or wire line without the written permission of the Operating Railroad.

When it is noted that the work will foul an operating track, the Contractor shall give the Operating Railroad written notice 15 Calendar Days in advance so that, if approved, arrangements can be made for proper protection of the railroad.

GENERAL: Solicitations under this category will contain a scope of work specific to that project and will identify applicable standards, specifications, and requirements. Unless otherwise specified, the Contractor shall provide all necessary materials for the work. Disposal of removed materials shall be the responsibility of the Contractor. Any salvaged materials that are required to be delivered to a designated location will be identified in applicable solicitations.

All work assigned under this category shall be completed under the direction, supervision, and to the satisfaction, of an authorized representative of VTrans. To the extent possible, and as identified in the solicitation, all work will be completed in accordance with the most recent version of the Vermont Agency of Transportation's Standard Specifications for Construction including General Special Provisions as well as any other applicable State, Federal, and/or VTrans Standards, Policies, and Specifications.

If a Contractor performs work or services under this contract pursuant to a specific work assignment that involves work on a federal-aid project in excess of $2,000.00, the requirements of Wages Rates for Federal-Aid Projects shall apply to the wages paid to the private sector workers. **Note, Davis-Bacon wage rates are not subject to FEMA projects which bring efforts back to pre-disaster condition but will apply when FEMA has identified full replacement is required.**

Further, if the value of the work done or services performed under this contract pursuant to a specific work assignment is in excess of $250,000, Workers' Compensation; State Contracts Compliance Requirements apply.

ATTACHMENT A-R2

RAIL & AVIATION BUREAU

SCOPE OF WORK FOR

CULVERT, SLOPE SLIDES/LANDSLIDES AND/OR WASHOUT/DITCHING

February 18, 2020

SCOPE: Work shall consist of, but not be limited to the following:

- Culvert: Removal of all debris and unwanted material contained within and around the culvert to allow for proper drainage, ditching including repairing the trench or furrow by restoring the depth and width to original capacity to allow for proper drainage, re-routing existing drainage channels (inlet and/or outlet), construct retaining walls, replacement or repair of culvert and removal of and installation of new culverts.
- Slope Slides/Landslides: Geotechnical assessments to determine if the failed slope poses an immediate threat to lives, public health and safety, or improved property; temporary and/or permanent drainage measures to prevent further deterioration; temporary and/or permanent ground protection and erosion prevention; evacuation at the head of a sliding mass; backfilling or buttressing at the toe of a sliding mass; armoring of infrastructure to prevent further erosion; and temporary and/or permanent shoring to stabilize bank.
- Washout/Ditching: Backfilling void with material to stabilize the compromised area, ditching is when repairing the trench or furrow by restoring the depth and width to original capacity to allow for proper drainage, re-establish ditch elevation to allow for proper drainage, armoring of infrastructure to prevent further erosion, and compaction of material in the compromised area.

Material: All material used shall be in accordance with applicable standards of the American National Standards Institute (ANSI), the American Standards Association (ASA), the American Society of Testing and Materials (ASTM) and the American Association of State Highway Transportation Officials (AASHTO) and American Railway Engineering and Maintenance-of-Way Association and Federal Aviation Administration Advisory Circular(s) and VTrans Approved Products List, as applicable.

Traffic Control: Traffic Control shall either be the responsibility of the contractor or of VTrans depending on the nature and/or duration of the work effort. VTrans will advise the contractor prior to the assignment of work regarding the responsibility for providing Traffic Control. Part 6 (Temporary Traffic Control) of the most current version of the Manual on Uniform Traffic Control Devices (MUTCD) establishes the traffic control standards and guidelines for street and highway maintenance operations. Traffic Control, shall comply with Chapter 6H of the MUTCD whenever possible.

Construction will be performed in such a way as to minimize conflicts with normal highway traffic. When two-way traffic cannot be maintained, a sign package that conforms to the MUTCD or VTrans Standards, and trained Flaggers shall be provided. In addition, VTrans may require the presence of Uniform Traffic Officers (UTOs). The presence of UTOs shall not excuse the contractor from its obligation to provide the sign package and Flaggers.

Active Railroad Flagging: Railroad Flagging shall consist of maintaining Operating Railroad traffic and coordinating with VTrans and the Operating Railroad for inspection and review of the Contractor's work in conjunction with construction operations. A Railroad Flagger shall be requested any time construction operations will be within 25 feet of the nearest rail or within the Operating Railroad Right-of-Way, whichever is furthest.

The Contractor shall obtain verification of the time and schedule of track occupancy from the Operating Railroad before proceeding with any construction or demolition work over, under, within, or adjacent to the Operating Railroad Right-of-Way.

All work to be done under, upon, or over the Operating Railroad Right-of-Way shall be performed by the Contractor in a manner satisfactorily to the Engineer and shall be performed at such times and in such manner as to not interfere with the movement of trains or traffic upon the tracks. The Contractor shall use all necessary care and precaution to avoid accidents, delay, or interference with the trains or other property.

The Contractor shall conduct the work and handle equipment and materials so that no part of any equipment should foul an operated track or wire line without the written permission of the Operating Railroad.

When it is noted that the work will foul an operating track, the Contractor shall give the Operating Railroad written notice 15 Calendar Days in advance so that, if approved, arrangements can be made for proper protection of the railroad.

Specific Notes

1. For FHWA, FRA or state funded projects, Contractors should reference the Vermont Agency of Transportation (VTrans) 2018 Standard Specifications for Construction Section 201 – Clearing.

2. For FAA funded projects, Contractors should reference, along with the VTrans specification referenced in #2 above, the Federal Aviation Administration AC 150/5370-10H Item P – 151 Clearing and Grubbing.

GENERAL: Solicitations under this category will contain a scope of work specific to that project and will identify applicable standards, specifications, and requirements. Unless otherwise specified, the Contractor shall provide all necessary materials for the work. Disposal of removed materials shall be the responsibility of the Contractor. Any salvaged materials that are required to be delivered to a designated location will be identified in applicable solicitations.

All work assigned under this category shall be completed under the direction, supervision, and to the satisfaction, of an authorized representative of VTrans. To the extent possible, and as identified in the solicitation, all work will be completed in accordance with the most recent version of the Vermont Agency of Transportation's Standard Specifications for Construction including General Special Provisions as well as any other applicable State, Federal, and/or VTrans Standards, Policies, and Specifications.

If a Contractor performs work or services under this contract pursuant to a specific work assignment that involves work on a federal-aid project in excess of $2,000.00, the requirements of Wages Rates for Federal-Aid Projects shall apply to the wages paid to the private sector workers. **Note, Davis-Bacon wage rates are not subject to FEMA projects which bring efforts back to pre-disaster condition but will apply when FEMA has identified full replacement is required.**

Further, if the value of the work done or services performed under this contract pursuant to a specific work assignment is in excess of $250,000, Workers' Compensation; State Contracts Compliance Requirements apply.

ATTACHMENT A-R3

RAIL AND AVIATION BUREAU

SCOPE OF WORK FOR BRIDGES

February 18, 2020

SCOPE: Work shall consist of, but not be limited to replacement of existing railroad bridge; maintenance and/or permanent work to railroad bridge railings, superstructure, substructure, abutments, joints, bearings, weep tubes, wing walls, etc. to stabilize the compromised structure; culvert invert repairs and culvert linings; armoring of infrastructure to prevent further erosion; provide channel stabilization and protection measures as needed; and bridge washing.

Material: All material used shall be in accordance with applicable standards of the American National Standards Institute (ANSI), the American Standards Association (ASA), the American Society of Testing and Materials (ASTM) and the American Association of State Highway Transportation Officials (AASHTO) and American Railway Engineering and Maintenance-of-Way Association and Federal Aviation Administration Advisory Circular(s) and VTrans Approved Products List, as applicable.

Traffic Control: Traffic Control shall either be the responsibility of the contractor or of VTrans depending on the nature and/or duration of the work effort. VTrans will advise the contractor prior to the assignment of work regarding the responsibility for providing Traffic Control. Part 6 (Temporary Traffic Control) of the most current version of the Manual on Uniform Traffic Control Devices (MUTCD) establishes the traffic control standards and guidelines for street and highway maintenance operations. Traffic Control, shall comply with Chapter 6H of the MUTCD whenever possible.

Construction will be performed in such a way as to minimize conflicts with normal highway traffic. When two-way traffic cannot be maintained, a sign package that conforms to the MUTCD or VTrans Standards, and trained Flaggers shall be provided. In addition, VTrans may require the presence of Uniform Traffic Officers (UTOs). The presence of UTOs shall not excuse the contractor from its obligation to provide the sign package and Flaggers.

Active Railroad Flagging: Railroad Flagging shall consist of maintaining Operating Railroad traffic and coordinating with VTrans and the Operating Railroad for inspection and review of the Contractor's work in conjunction with construction operations. A Railroad Flagger shall be requested any time construction operations will be within 25 feet of the nearest rail or within the Operating Railroad Right-of-Way, whichever is furthest.

The Contractor shall obtain verification of the time and schedule of track occupancy from the Operating Railroad before proceeding with any construction or demolition work over, under, within, or adjacent to the Operating Railroad Right-of-Way.

All work to be done under, upon, or over the Operating Railroad Right-of-Way shall be performed by the Contractor in a manner satisfactorily to the Engineer and shall be performed at such times and in such manner as to not interfere with the movement of trains or traffic upon the tracks. The Contractor shall use all necessary care and precaution to avoid accidents, delay, or interference with the trains or other property.

The Contractor shall conduct the work and handle equipment and materials so that no part of any equipment should foul an operated track or wire line without the written permission of the Operating Railroad.

When it is noted that the work will foul an operating track, the Contractor shall give the Operating Railroad written notice 15 Calendar Days in advance so that, if approved, arrangements can be made for proper protection of the railroad.

GENERAL: Solicitations under this category will contain a scope of work specific to that project and will identify applicable standards, specifications, and requirements. Unless otherwise specified, the Contractor shall provide all necessary materials for the work. Disposal of removed materials shall be the responsibility of the Contractor. Any salvaged materials that are required to be delivered to a designated location will be identified in applicable solicitations.

All work assigned under this category shall be completed under the direction, supervision, and to the satisfaction, of an authorized representative of VTrans. To the extent possible, and as identified in the solicitation, all work will be completed in accordance with the most recent version of the Vermont Agency of Transportation's Standard Specifications for Construction including General Special Provisions as well as any other applicable State, Federal, and/or VTrans Standards, Policies, and Specifications.

If a Contractor performs work or services under this contract pursuant to a specific work assignment that involves work on a federal-aid project in excess of $2,000.00, the requirements of Wages Rates for Federal-Aid Projects shall apply to the wages paid to the private sector workers. **Note, Davis-Bacon wage rates are not subject to FEMA projects which bring efforts back to pre-disaster condition but will apply when FEMA has identified full replacement is required.**

Further, if the value of the work done or services performed under this contract pursuant to a specific work assignment is in excess of $250,000, Workers' Compensation; State Contracts Compliance Requirements apply.

ATTACHMENT A-R4

RAIL & AVIATION BUREAU

SCOPR OF WORK FOR CROSSING OR PAVING

February 18, 2020

SCOPE: Work shall consist of, but not be limited to the following:

- Crossing: Installation of rail/highway warning systems and improvement of rail/highway warning systems.
- Paving: Remove and/or replace all rail seal, rubber pads, pavement between rails; re-pave with Hot Mix doing so in two lifts; saw cut joints, mill out approach; re-pave to match existing pavement; block patching; crack seal; pavement markings; and resurfacing.

Material: All material used shall be in accordance with applicable standards of the American National Standards Institute (ANSI), the American Standards Association (ASA), the American Society of Testing and Materials (ASTM) and the American Association of State Highway Transportation Officials (AASHTO) and American Railway Engineering and Maintenance-of-Way Association and Federal Aviation Administration Advisory Circular(s) and VTrans Approved Products List, as applicable.

Traffic Control: Traffic Control shall either be the responsibility of the contractor or of VTrans depending on the nature and/or duration of the work effort. VTrans will advise the contractor prior to the assignment of work regarding the responsibility for providing Traffic Control. Part 6 (Temporary Traffic Control) of the most current version of the Manual on Uniform Traffic Control Devices (MUTCD) establishes the traffic control standards and guidelines for street and highway maintenance operations. Traffic Control, shall comply with Chapter 6H of the MUTCD whenever possible.

Construction will be performed in such a way as to minimize conflicts with normal highway traffic. When two-way traffic cannot be maintained, a sign package that conforms to the MUTCD or VTrans Standards, and trained Flaggers shall be provided. In addition, VTrans may require the presence of Uniform Traffic Officers (UTOs). The presence of UTOs shall not excuse the contractor from its obligation to provide the sign package and Flaggers.

Active Railroad Flagging: Railroad Flagging shall consist of maintaining Operating Railroad traffic and coordinating with VTrans and the Operating Railroad for inspection and review of the Contractor's work in conjunction with construction operations. A Railroad Flagger shall be requested any time construction operations will be within 25 feet of the nearest rail or within the Operating Railroad Right-of-Way, whichever is furthest.

The Contractor shall obtain verification of the time and schedule of track occupancy from the Operating Railroad before proceeding with any construction or demolition work over, under, within, or adjacent to the Operating Railroad Right-of-Way.

All work to be done under, upon, or over the Operating Railroad Right-of-Way shall be performed by the Contractor in a manner satisfactorily to the Engineer and shall be performed at such times and in such manner as to not interfere with the movement of trains or traffic upon the tracks. The Contractor shall use all necessary care and precaution to avoid accidents, delay, or interference with the trains or other property.

The Contractor shall conduct the work and handle equipment and materials so that no part of any equipment should foul an operated track or wire line without the written permission of the Operating Railroad.

When it is noted that the work will foul an operating track, the Contractor shall give the Operating Railroad written notice 15 Calendar Days in advance so that, if approved, arrangements can be made for proper protection of the railroad.

Specific Notes

1. For FAA funded projects, Contractors should reference, along with the most recent VTrans specification, the most current version of Federal Aviation Administration AC 150/5370-10H.

GENERAL: Solicitations under this category will contain a scope of work specific to that project and will identify applicable standards, specifications, and requirements. Unless otherwise specified, the Contractor shall provide all necessary materials for the work. Disposal of removed materials shall be the responsibility of the Contractor. Any salvaged materials that are required to be delivered to a designated location will be identified in applicable solicitations.

All work assigned under this category shall be completed under the direction, supervision, and to the satisfaction, of an authorized representative of VTrans. To the extent possible, and as identified in the solicitation, all work will be completed in accordance with the most recent version of the Vermont Agency of Transportation's Standard Specifications for Construction including General Special Provisions as well as any other applicable State, Federal, and/or VTrans Standards, Policies, and Specifications.

If a Contractor performs work or services under this contract pursuant to a specific work assignment that involves work on a federal-aid project in excess of $2,000.00, the requirements of Wages Rates for Federal-Aid Projects shall apply to the wages paid to the private sector workers. **Note, Davis-Bacon wage rates are not subject to FEMA projects which bring efforts back to pre-disaster condition but will apply when FEMA has identified full replacement is required.**

Further, if the value of the work done or services performed under this contract pursuant to a specific work assignment is in excess of $250,000, Workers' Compensation; State Contracts Compliance Requirements apply.

ATTACHMENT A-R5

RAIL AND AVIATION BUREAU

SCOPE OF WORK FOR RIGHT-OF-WAY CLEARING (INCLUDES DEBRIS REMOVAL)

February 18, 2020

SCOPE: Work shall consist of, but not be limited to, the removal of existing track, the re-installation of track, including all track elements, or the permanent installation of new track on any state-owned rail line.

Material: All material used shall be in accordance with applicable standards of the American National Standards Institute (ANSI), the American Standards Association (ASA), the American Society of Testing and Materials (ASTM) and the American Association of State Highway Transportation Officials (AASHTO) and American Railway Engineering and Maintenance-of-Way Association and Federal Aviation Administration Advisory Circular(s) and VTrans Approved Products List, as applicable.

Traffic Control: Traffic Control shall either be the responsibility of the contractor or of VTrans depending on the nature and/or duration of the work effort. VTrans will advise the contractor prior to the assignment of work regarding the responsibility for providing Traffic Control. Part 6 (Temporary Traffic Control) of the most current version of the Manual on Uniform Traffic Control Devices (MUTCD) establishes the traffic control standards and guidelines for street and highway maintenance operations. Traffic Control, shall comply with Chapter 6H of the MUTCD whenever possible.

Construction will be performed in such a way as to minimize conflicts with normal highway traffic. When two-way traffic cannot be maintained, a sign package that conforms to the MUTCD or VTrans Standards, and trained Flaggers shall be provided. In addition, VTrans may require the presence of Uniform Traffic Officers (UTOs). The presence of UTOs shall not excuse the contractor from its obligation to provide the sign package and Flaggers.

Active Railroad Flagging: Railroad Flagging shall consist of maintaining Operating Railroad traffic and coordinating with VTrans and the Operating Railroad for inspection and review of the Contractor's work in conjunction with construction operations. A Railroad Flagger shall be requested any time construction operations will be within 25 feet of the nearest rail or within the Operating Railroad Right-of-Way, whichever is furthest.

The Contractor shall obtain verification of the time and schedule of track occupancy from the Operating Railroad before proceeding with any construction or demolition work over, under, within, or adjacent to the Operating Railroad Right-of-Way.

All work to be done under, upon, or over the Operating Railroad Right-of-Way shall be performed by the Contractor in a manner satisfactorily to the Engineer and shall be performed at such times and in such manner as to not interfere with the movement of trains or traffic upon the tracks. The Contractor shall use all necessary care and precaution to avoid accidents, delay, or interference with the trains or other property.

The Contractor shall conduct the work and handle equipment and materials so that no part of any equipment should foul an operated track or wire line without the written permission of the Operating Railroad.

When it is noted that the work will foul an operating track, the Contractor shall give the Operating Railroad written notice 15 Calendar Days in advance so that, if approved, arrangements can be made for proper protection of the railroad.

GENERAL: Solicitations under this category will contain a scope of work specific to that project and will identify applicable standards, specifications, and requirements. Unless otherwise specified, the Contractor shall provide all necessary materials for the work. Disposal of removed materials shall be the responsibility of the Contractor. Any salvaged materials that are required to be delivered to a designated location will be identified in applicable solicitations.

All work assigned under this category shall be completed under the direction, supervision, and to the satisfaction, of an authorized representative of VTrans. To the extent possible, and as identified in the solicitation, all work will be completed in accordance with the most recent version of the Vermont Agency of Transportation's Standard Specifications for Construction including General Special Provisions as well as any other applicable State, Federal, and/or VTrans Standards, Policies, and Specifications.

If a Contractor performs work or services under this contract pursuant to a specific work assignment that involves work on a federal-aid project in excess of $2,000.00, the requirements of Wages Rates for Federal-Aid Projects shall apply to the wages paid to the private sector workers. **Note, Davis-Bacon wage rates are not subject to FEMA projects which bring efforts back to pre-disaster condition but will apply when FEMA has identified full replacement is required.**

Further, if the value of the work done or services performed under this contract pursuant to a specific work assignment is in excess of $250,000, Workers' Compensation; State Contracts Compliance Requirements apply.

ATTACHMENT A-R6

RAIL AND AVIATION BUREAU

SCOPE OF WORK FOR FENCING

February 18, 2020

SCOPE: Work shall consist of, but not be limited to remove, demolish, replace or install fence and/or gates.

Material: All material used shall be in accordance with applicable standards of the American National Standards Institute (ANSI), the American Standards Association (ASA), the American Society of Testing and Materials (ASTM) and the American Association of State Highway Transportation Officials (AASHTO) and American Railway Engineering and Maintenance-of-Way Association and Federal Aviation Administration Advisory Circular(s) and VTrans Approved Products List, as applicable.

Traffic Control: Traffic Control shall either be the responsibility of the contractor or of VTrans depending on the nature and/or duration of the work effort. VTrans will advise the contractor prior to the assignment of work regarding the responsibility for providing Traffic Control. Part 6 (Temporary Traffic Control) of the most current version of the Manual on Uniform Traffic Control Devices (MUTCD) establishes the traffic control standards and guidelines for street and highway maintenance operations. Traffic Control, shall comply with Chapter 6H of the MUTCD whenever possible.

Construction will be performed in such a way as to minimize conflicts with normal highway traffic. When two-way traffic cannot be maintained, a sign package that conforms to the MUTCD or VTrans Standards, and trained Flaggers shall be provided. In addition, VTrans may require the presence of Uniform Traffic Officers (UTOs). The presence of UTOs shall not excuse the contractor from its obligation to provide the sign package and Flaggers.

Active Railroad Flagging: Railroad Flagging shall consist of maintaining Operating Railroad traffic and coordinating with VTrans and the Operating Railroad for inspection and review of the Contractor's work in conjunction with construction operations. A Railroad Flagger shall be requested any time construction operations will be within 25 feet of the nearest rail or within the Operating Railroad Right-of-Way, whichever is furthest.

The Contractor shall obtain verification of the time and schedule of track occupancy from the Operating Railroad before proceeding with any construction or demolition work over, under, within, or adjacent to the Operating Railroad Right-of-Way.

All work to be done under, upon, or over the Operating Railroad Right-of-Way shall be performed by the Contractor in a manner satisfactorily to the Engineer and shall be performed at such times and in such manner as to not interfere with the movement of trains or traffic upon the tracks. The

Contractor shall use all necessary care and precaution to avoid accidents, delay, or interference with the trains or other property.

The Contractor shall conduct the work and handle equipment and materials so that no part of any equipment should foul an operated track or wire line without the written permission of the Operating Railroad.

When it is noted that the work will foul an operating track, the Contractor shall give the Operating Railroad written notice 15 Calendar Days in advance so that, if approved, arrangements can be made for proper protection of the railroad.

Specific Notes

1. For FAA funded projects, Contractors should reference, along with the most recent VTrans specification, the most current version of Federal Aviation Administration AC 150/5370-10H Items: (1) F-160 Wire Fence with Wood Posts (Class A and B Fences), (2) F-161 Wire Fence with Steel Posts (Class C and D Fence), (3) F-162 Chain-Link Fence, (4) F-163 Wildlife Deterrent Fence Skirt, and (5) F-164 Wildlife Exclusion Fence, as appropriate.

GENERAL: Solicitations under this category will contain a scope of work specific to that project and will identify applicable standards, specifications, and requirements. Unless otherwise specified, the Contractor shall provide all necessary materials for the work. Disposal of removed materials shall be the responsibility of the Contractor. Any salvaged materials that are required to be delivered to a designated location will be identified in applicable solicitations.

All work assigned under this category shall be completed under the direction, supervision, and to the satisfaction, of an authorized representative of VTrans. To the extent possible, and as identified in the solicitation, all work will be completed in accordance with the most recent version of the Vermont Agency of Transportation's Standard Specifications for Construction including General Special Provisions as well as any other applicable State, Federal, and/or VTrans Standards, Policies, and Specifications.

If a Contractor performs work or services under this contract pursuant to a specific work assignment that involves work on a federal-aid project in excess of $2,000.00, the requirements of Wages Rates for Federal-Aid Projects shall apply to the wages paid to the private sector workers. **Note, Davis-Bacon wage rates are not subject to FEMA projects which bring efforts back to pre-disaster condition but will apply when FEMA has identified full replacement is required.**

Further, if the value of the work done or services performed under this contract pursuant to a specific work assignment is in excess of $250,000, Workers' Compensation; State Contracts Compliance Requirements apply.

Attachment B-1(a) - Highway Scopes of Work

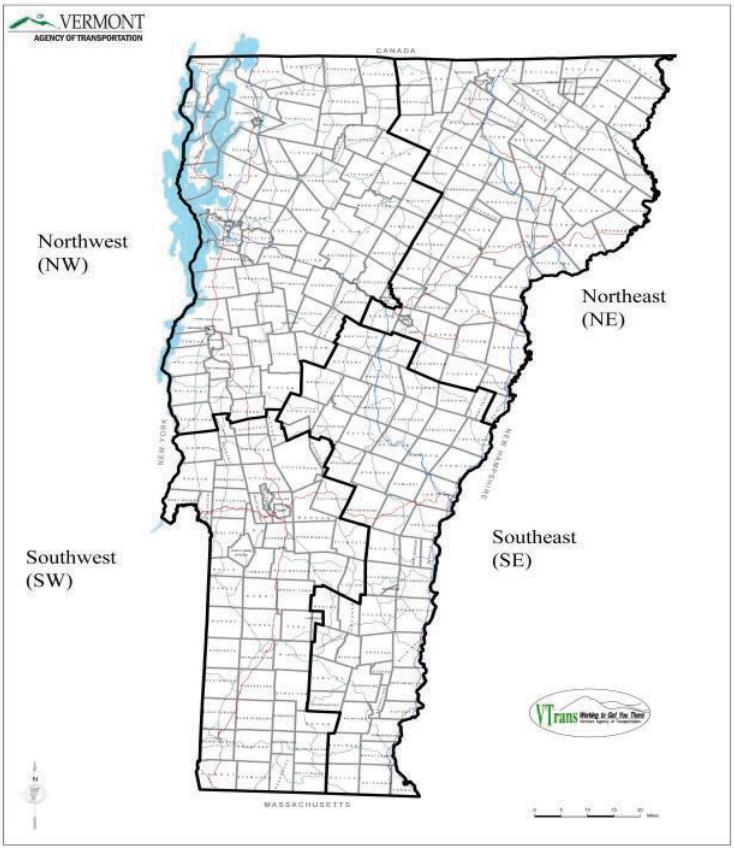
CONTRACTOR'S REQUEST FOR WORK TYPES AND REGIONS TO BE INCLUDED IN THE PRIMARY CONTRACT

Bidder:

Indicate in the box below the work types and regions you are requesting, if awarded a Primary Contract. VTrans reserves sole discretion to award less than all requested regions and/or work types.

Work types listed below are detailed in Attachment A. See Regional Map located below.

Work Type	Northwest Region (NW)	Northeast Region (NE)	Southwest Region (SW)	Southeast Region (SE)
A-7 Landscaping				
A-8 Signs				
A-9 Line Striping				



Attachment B-1(b) – Rail & Aviation Scopes of Work

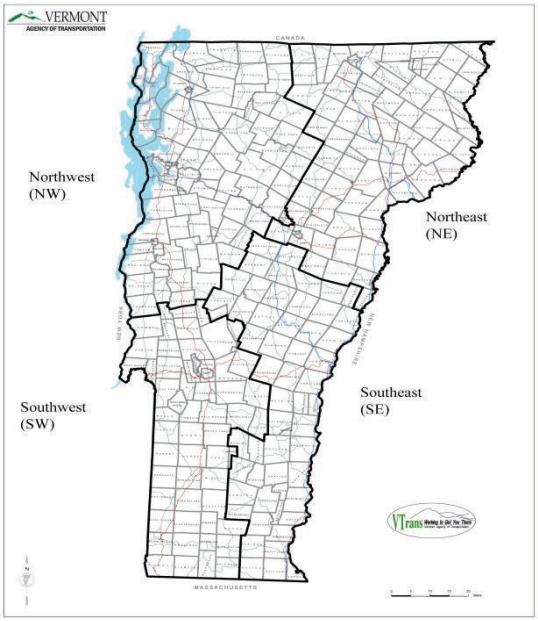
CONTRACTOR'S REQUEST FOR WORK TYPES AND REGIONS TO BE INCLUDED IN THE PRIMARY CONTRACT

Bidder:

Indicate in the box below the work types and regions you are requesting, if awarded a Primary Contract. VTrans reserves sole discretion to award less than all requested regions and/or work types.

Work types listed below are detailed in Attachment A. See Regional Map located below.

Work Type	Northwest Region (NW)	Northeast Region (NE)	Southwest Region (SW)	Southeast Region (SE)
A-R1 Track Work				
A-R2 Culvert, Slope Slides/ Landslides and/or Washout/ Ditching				
A-R3 Bridges				
A-R4 Crossing & Paving				
A-R5 Right-of-Way Clearing (Includes Debris Removal)				
A-R6 Fencing				



Attachment B-2

KEY PERSONNEL RESUME FORM

Bidder:

Provide a resume, or at least the information requested below, for each person in a role as owner, manager, or superintendent whose skills and experience you would like considered by VTrans
Name & Title:
Years experience: With this Firm ____Years With Other Firms ____Years
Education: Educational Institution/Degree(s)/Year/Specialization:
Experience and Qualifications: List only that which is relevant to the requested work types. Indicate whether experience is with current firm or with other/prior company. Note your specific responsibilities and authorities, not those of the company. Note dates and contact information for client/owner who can verify your role and performance. **You may attach up to two additional pages, per individual**

Attachment B-2

KEY PERSONNEL RESUME FORM

Bidder:

Provide a resume, or at least the information requested below, for each person in a role as owner, manager, or superintendent whose skills and experience you would like considered by VTrans
Name & Title:
Years experience: With this Firm ____Years With Other Firms ____Years
Education: Educational Institution/Degree(s)/Year/Specialization:
Experience and Qualifications: List only that which is relevant to the requested work types. Indicate whether experience is with current firm or with other/prior company. Note your specific responsibilities and authorities, not those of the company. Note dates and contact information for client/owner who can verify your role and performance. **You may attach up to two additional pages, per individual**

Attachment B-2

KEY PERSONNEL RESUME FORM

Bidder:

Provide a resume, or at least the information requested below, for each person in a role as owner, manager, or superintendent whose skills and experience you would like considered by VTrans
Name & Title:
Years experience: With this Firm ____Years With Other Firms ____Years
Education: Educational Institution/Degree(s)/Year/Specialization:
Experience and Qualifications: List only that which is relevant to the requested work types. Indicate whether experience is with current firm or with other/prior company. Note your specific responsibilities and authorities, not those of the company. Note dates and contact information for client/owner who can verify your role and performance. **You may attach up to two additional pages, per individual**

Attachment B-3

BUSINESS STRUCTURE QUESTIONNAIRE FORM

Bidder:

1. Provide a description of the organizational structure of your business, including an organizational chart. Attach organizational chart separately.

2. Provide a narrative summary of the financial capacity of your business to carry out projects of the type and size for which your business is seeking a Primary Contract, and business capacity to carry multiple simultaneous projects. Include a list of current active projects including the contract value.

3. How many years has your organization been in business as a general contractor under your current business name? Under other names?

4. List all parent, subsidiaries, affiliates or divisions of your business, and any related parties that are included in disclosures in your most recent financial statements or the notes thereto.

Attachment B-3 Continued

BUSINESS STRUCTURE QUESTIONNAIRE FORM

Bidder:

5. List any of your officers, shareholders or directors that are affiliated with any other contractor(s) and/or supplier.

6. Identify all persons having final bidding and contract signing authority for your business.

7. Provide names, complete addresses, and contact information for all major material suppliers and/or subcontractors with whom you have done business with in the past three (3) years.

8. Please list your current Bonding Company, Agent, and Limit (Please specify per project and aggregate limit.)

BUSINESS STRUCTURE QUESTIONNAIRE FORM

Bidder:

Provide a brief summary of your financial capacity to carry out projects of the type and size for which your business is seeking a Primary Contract:
Provide a brief summary of your business's ability to manage concurrent multiple projects.
Provide a brief summary of any additional information that may assist in the review of your business structure, for example QA/QC Programs, Safety Programs etc.

Attachment B-4

PAST PERFORMANCE QUESTIONNAIRE AND REFERENCE FORM

Bidder:

Provide a summary of three (3) recent projects for each work type you are requesting. Include safety, Osha Violations, deadlines, cost savings etc. Each project should include a reference with contact information.

Project 1:

Project 2:

Attachment B-4 Continued

PAST PERFORMANCE QUESTIONNAIRE AND REFERENCE FORM

Bidder:

Provide a summary of three (3) recent projects for each work type you are requesting. Include safety, Osha Violations, deadlines, cost savings etc. Each project should include a reference with contact information.

Project 3:

Attachment B-5

Bidder:

EXPERIENCE QUESTIONNAIRE FORM

Identify projects which your business has completed that best illustrates your current qualifications relevant to PROJECTS WITHIN WORK TYPE							
a. Project Name & Location	b. Client/ Owner/ Project Manager who can verify Firm's responsibilities. Include addresses, current phone numbers, and email addresses.	c. Narrative Describing Nature of Contractor's Work on Project	d. Contract Completion Date (Original)	e. Contract Completion Date (Actual or Estimated)	f. Estimated Value (in Thousands)		
					Original Contract Value	Final or Estimated Contract Value	Dollar Value of Work for Which Firm Was/Is Responsible
(1)							
(2)							
(3)							
(4)							
(5)							

(6)							
(7)							
(8)							
(9)							
(10)							

Attachment B-6

CONTRACTOR WORK HISTORY FORM

Bidder:

SUBMIT SEPARATELY FOR EACH WORK TYPE FOR WHICH YOU SEEK A PRIMARY CONTRACT

SELECT WORK TYPE: (Select Scope of Work Type)

1. How many years of experience does your organization have in each of the types of work for which you are seeking a primary contract? Specify whether the work was as a General Contractor or as a subcontractor.

2. Provide a narrative summary describing your organization's ability to rapidly respond to an urgent transportation need. Include a description of: how you will accomplish and quickly plan, schedule, and deliver the work within a compressed schedule with minimal disruption to the travelling public and VTrans' own state-owned operations (such as airports, railroads etc.).

3. How will you organize and schedule local suppliers, subcontractors, and address railroad flagging and/or highway traffic control operations?

4. How will you address unexpected setbacks or schedule changes, as well as communication procedures used for such changes?

5. How will you rapidly mobilize necessary equipment and a competent construction crew, including when high-rail equipment is necessary to access the project location?

6. How will you provide adequate superintendent capacity for more than one project at the same time?

7. How will you deliver projects within a specific amount of time and budget when unexpected setbacks or schedule changes are encountered?

8. How will you handle communications for interaction and coordination between the prime contractor, subcontractor, suppliers, VTrans, municipalities, and other affected transportation infrastructure (such as municipalities, airports and railroads)?

9. How will you use innovative scheduling procedures that contractor has used on past projects?

10. How will you conduct traffic control: (a) in general; and (separately) (b) in the particular settings of high-speed, high-volume traffic on the interstate system?

11. How will you (if your company has experience and capability) deal with interactions of highway transportation projects with other modes, such as rail, and aviation?

12. How will you conduct railroad flagging: (a) in general; and (separately) (b) in the particular settings of an operating and active rail line?

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 15, 2017

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

$1,000,000 Each Occurrence

$2,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal & Advertising Injury

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

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

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

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

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

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

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

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

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

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

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

16. Taxes Due to the State:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Termination:

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

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

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

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

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

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

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

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

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

32. Requirements Pertaining Only to State-Funded Grants:

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

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

(End of Standard Provisions)

ATTACHMENT D

OTHER PROVISIONS

Task Order Award.

VTrans will issue Task Bid Requests (TBR) under this Primary Contract to Primary Contract holders inviting them to submit Task Proposals on specific projects that are within the scope of their Primary Contracts. Task Orders awarding the projects and authorizing the commencement of the work will be awarded to the lowest priced responsive and responsible bidder. Contractors may commence work on a Task Order as soon as the Task Order has been fully signed by both the Contractor and VTrans.

TBRs will include, among other specifics regarding the project, the location, type of work, type of pricing sought, Task Order-specific terms, and the deadline by which the Contractor must submit a Task Proposal. VTrans reserves the right to withdraw the Task Order and re-compete it or have work performed and completed by other means.

VTrans reserves the right to award contracts for services described in Attachment A to entities outside the pool of Primary Contract holders when deemed necessary to meet the needs of the State. Additionally, at the Task Order level, VTrans also reserves the right to award work among Primary Contract holders by means other than those detailed in this contract when deemed necessary to meet the needs of the State, including, but not limited to, emergency situations. For example, in an emergency, VTrans may limit competition or make a sole source award against Primary Contracts.

Federally-required provisions set forth in Attachment F will apply when federal funding is part of a Task Order. Each Task Bid Request will indicate whether those federal provisions do or do not apply to the project.

Modifying the Contractor Pool.

To maintain healthy competition, to be inclusive of new contractors who may enter the field of work during the span of the Primary Contracts, and to replace contractors if needed over the duration of the Primary Contracts, VTrans reserves rights as follows:

ON-RAMP PROCEDURES: VTrans reserves the right to reopen competition to add Primary Contractors to the IDIQ contractor pool by issuing additional RFPs during the original and optional Primary Contract periods. The evaluation and selection of awardees for any on-ramp will be same as the evaluation and award criteria used for the initial Primary Contract awards. Any new awardees will compete going forward with any existing or remaining contractors for all Task Orders in the applicable competition pool. Any additions resulting from on-ramps will not impact the contract maximum ceiling for the work type. The period of performance for new awardees will not exceed the overall maximum term of the original Primary contract, including extension options. State will not consider unsolicited requests for addition to the Primary Contract.

OFF-RAMP PROCEDURES: In addition to any other means of methods of termination provided for in this contract, VTrans reserves the right to terminate Primary Contracts at any time when it determines that a Contractor has failed to deliver adequate performance, or demonstrated inadequate availability. VTrans will assess Contractor performance at the Primary Contract level at least annually via

Contractor Performance Assessment in addition to evaluations at the completion of individual Task Orders. No Primary Contract will be terminated via these off-ramp procedures without documented unsatisfactory performance, or a pattern of unavailability to perform work without an opportunity to respond.

CROSS-RAMP PROCEDURES: VTrans reserves the right to issue TBRs to Primary Contract holders in different work types and regions from those covered by their Primary Contract. Cross-Ramp procedures will be used on a case-by-case, as needed basis, and should generally be an exception. Longer-term adjustments to regional contractor pools will be accomplished by utilizing the on-ramp procedure

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

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

Pricing.

Depending upon the requirements set forth in each TBR, the Contractor will provide one of the following in the Contractor's Task Proposal response to a TBR:

a) a lump-sum price;
b) a price for each line item in the schedule (when optional items are used in the TBR); or
c) a technical proposal and a separate price proposal.

Declining to compete for a particular Task Order.

Contractors are not required to submit a proposal for each Task Order, however, the Contractor must give written notification the Contractor's intent to not submit a Task Proposal in response to a particular TBR. Recurrent unavailability to bid on Task Orders may cause a Contractor to be subject to off-ramp procedures.

Insurance.

Contractors will be required to furnish proof of insurance meeting VTrans' requirements at the time that Contractors receive a Primary Contract, and maintain active coverage throughout the terms of the contract. VTrans may also require that a contractor provide confirmation that all required insurance coverages are still in effect prior to receipt of a Task Order award. The Contractor is hereby notified that in the event of a discrepancy between the stated insurance requirements of Bulletin 3.5 Attachment C: Standard State Provisions for Contracts and Grants and those of Subsection 103.04 of the Standard Specifications for Construction, the requirements of Subsection 103.04 of the Standard Specifications for Construction shall govern.

Railroad Protective Liability (where applicable).

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

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

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

Workers Compensation Coverage.

Projects assigned under this contract that are $250,000.00 or more, shall be required to submit the Workers' Compensation; State Contracts Compliance Requirement Self Reporting form for both the Contractor and any and all subcontractor(s) working on the project.

VTrans, in accordance with Section 32 of Act No. 54 of 2009, and for projects costs exceeding $250,000.00 required bidders comply with the following provisions and requirements of Workers' Compensation; State Contracts Compliance Requirement:

> (a)(3) For construction and transportation projects over $250,000.00, 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 Contractors, subcontractors, and independent contractors have the appropriate workers' compensation coverage for all workers at the jobsite, and similar information for the subcontractors regarding their subcontractors shall also be provided to the Department of Labor and to the Department of Banking, Insurance, Securities, and Health Care Administration, upon request, and shall be available to the public.

Davis-Bacon Wage Rates.

For each specific work assignment exceeding $2,000.00 that involves work on federal-aid projects, the Contractor shall pay Davis-Bacon Act wage rates in accordance with the Attachment F and shall submit necessary payroll sheets to the representative of the State.

Federal Contract Provisions.

For each work assignment that involves work on a federal aid project with a project cost of $10,000.00 or more, the Contractor shall adhere to all federal regulations of Attachments E and F.

Bonds.

If the awarded work or services to be performed is a sum greater than $100,000, then the Contractor selected to perform the Task Order will be required to furnish bonds, in accordance with 19 V.S.A. § 10. The Bonds given by the Contractor shall be a Compliance Bond in a sum equal to one-hundred per centum (100%), and a Labor and Materials Bond in the sum equal to one-hundred per centum (100%) of the total task order price of the work unless waived by the Secretary of Transportation. Bonds will be addressed at the Task Order level.

Buy America.

When a Contractor is asked to supply materials as part of their lump sum bid proposal for a federal-aid project, the Contractor shall adhere to the requirement of Buy America Provisions of the 2011 Standard Specifications, Section 107.22.

Cargo Preference Act Compliance (if applicable).

The Contractor/recipient/subrecipient is hereby notified that the Contractor/subcontractor(s)/recipient(s) are required to follow the requirements of 46 CFR 381.7(a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference Requirements – U.S.-flag vessels, please go to the following web link: https://www.fhwa.dot.gov/construction/cqit/cargo.cfm.

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

II. NONDISCRIMINATION

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 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 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 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:

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

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.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. **Minimum wages**

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

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

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

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(ii) The classification is utilized in the area by the construction industry; and
(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes

a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

2. **Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. **Payrolls and basic records**

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the

contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

4. **Apprentices and trainees**

a. Apprentices (programs of the USDOL).

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

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

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

of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

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

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

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

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

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon

and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

B "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

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.

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 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).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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.

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

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

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 grantee or subgrantee 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 grantee or subgrantee 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 Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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:

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

(2) 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;

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

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

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.

2. **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 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 grantee or subgrantee 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 grantee or subgrantee 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 Excluded Parties List System website (https://www.epls.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.

*** * * * ***

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. 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.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

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

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

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

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

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

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

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

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

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

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

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STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

1. As used in these specifications:

   a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted.

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.

   c. "Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   A Minority Group Member is:

   ...American Indian or Alaskan Native
   consisting of all persons having origins in any of the original people of North American and who maintain cultural identification through tribal affiliations or community recognition.

   ...Black
   consisting of all persons having origins in any of the Black racial groups of Africa.

   ...Asian or Pacific Islander
   consisting of all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Sub-Continent or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippines and Samoa.

   ...Hispanic
   consisting of all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin.

   ...Cape Verde an
   consisting of all persons having origins in the Cape Verde Islands.

   ...Portuguese
   consisting of all persons of Portuguese, Brazilian or other Portuguese culture or origin.

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000.00 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in the Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontract participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. the overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7a through p of these specifications. The goals set for the Contractor in the solicitation from which this contract resulted are expressed as percentages in the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minority or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity . The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notifications to the Regional Director when the union or unions, with which the Contractor has a collective bargaining agreement, have not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, Supervisors etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to, and discussing the Contractor's EEO policy with, other Contractors and subcontractors with whom the Contractor anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notifications to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (Paragraph 7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, reflected in the Contractor's minority and female workforce participation , makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The Contractor shall not enter into any subcontract with any person for firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, terminations and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Economic Areas	Timetables	Goals for Minority participation for each trade (%)	Goals for Female Participation in each trade (%)
Entire State of Vermont:			
Vermont 003 Burlington, VT Non-SMSA Counties NH Coos; NH Grafton: NH Sullivan; VT Addison; VT Caledonia; VT Chitten- den; VT Essex; VT Frank- lin; VT Grand Isle; VT Lamoille; VT Orange; VT Orleans; VT Rutland; VT Washington; VT Windsor	Indefinite	0.8	6.9
Connecticut (Mass) 006 Hartford - New Haven Springfield, CT-MA Non-SMSA Counties CT Litchfield; CT Windham; MA Franklin; NH Cheshire; VT Windham	Indefinite	5.9	
New York 007 Albany - Schnec- tady - Troy, NY Non-SMSA Counties NY Clinton; NY Columbia; NY Essex; NY Fulton; NY Greene; NY Hamilton; NY Sohoharie; NY Warren; NY Washington; VT Bennington	Indefinite	2.6	

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

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of any construction subcontract in excess of $10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notifications shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any)

CA-26A

VERMONT AGENCY OF TRANSPORTATION
CONTRACTOR WORKFORCE REPORTING REQUIREMENTS

The Contractor/Subcontractor shall submit to the State Resident Engineer assigned to this project, monthly and cumulative workforce information, on reporting forms provided herein. The monthly and cumulative workforce information shall be listed by construction trade category with the percentage of minority and female project hours in each category Indicated. Failure to provide this Information to the Resident Engineer on a monthly basis will result in suspension of bi-weekly progress payments, or part thereof due under the contract, until such time as the Contractor or Subcontractor demonstrates compliance with these contract terms.

Note: In lieu of using the reporting forms provided herein; the Contractor may use U.S. Department of Labor form CC-257, "Monthly Employment Utilization Report".

ATTACHMENT H

WAGE RATES FOR FEDERAL-AID PROJECTS

(LINK ONLY)

SEE

HTTP://VTRANSCIVILRIGHTS.VERMONT.GOV/

FOR CURRENT WAGE RATES

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

April 3, 1997
Sheet 1 of 1

STATE OF VERMONT
AGENCY OF TRANSPORTATION
MONTPELIER

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

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

ON FEDERAL-AID PROJECTS ONLY.

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

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

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

ATTACHMENT J

WBE/DBE REGISTRY

(LINK ONLY)

SEE

HTTP://VTRANSCIVILRIGHTS.VERMONT.GOV/

FOR THE LATEST REGISTRY

DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY CONTRACT REQUIREMENTS

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

1. **Policy.** It is the policy of USDOT that DBEs as defined in 49 Code of Federal Regulation (CFR) Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 and 23 CFR, Chapter 1, Part 230, Subpart b apply to this contract.

2. **DBE Obligation.** The State and its Contractors agree to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. **Each subcontract the prime contractor signs with a subcontractor must include this assurance:** *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as VTrans deems appropriate.*

3. **Sanctions for Noncompliance.** The Contractor is hereby advised that failure of the Contractor, or any Subcontractor performing work under this contract, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of contract and after the notification of the Vermont Agency of Transportation, Secretary of Transportation, may result in termination of this contract by the State or such remedy as the State deems necessary.

4. **Inclusion in Subcontracts.** The Contractor shall insert in each of its subcontracts this Disadvantaged Business Enterprise (DBE) Policy and also a clause requiring its subcontractors to include this same Policy in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of the Policy in any further subcontract that may in turn be made. This Policy shall not be incorporated by reference.

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

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

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

(1) "Socially and economically disadvantaged person" means an individual who is a citizen or lawful permanent resident of the United States and who is a Woman, Black, Hispanic, Portuguese, Native American, Asian American, or a member of another group, or an individual found to be disadvantaged by the Small Business Administration pursuant to Section 3 of the Small Business Act.

(2) "Owned and controlled" means a business which is:

a. A sole proprietorship legitimately owned and controlled by an individual who is a disadvantaged person.

b. A partnership, joint venture or limited liability company in which at least 51% of the beneficial ownership interests legitimately is held by a disadvantaged person(s).

c. A corporation or other entity in which at least 51% of the voting interest and 51% of the beneficial ownership interests legitimately are held by a disadvantaged person(s).

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

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

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

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

This means that:

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

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

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

- A DBE manufacturer: Count 100% of expenditures committed. The manufacturer must be a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

- A regular DBE dealer/supplier: Count 60% of expenditures committed. A regular dealer/supplier is defined as a firm that owns, operates, or maintains a store, warehouse or other establishment, in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. A person may be a dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business, if the person both owns and operates distribution equipment for the products, by the means of a long term agreement, and not by a contract by contract basis.

- A DBE broker: Count for DBE credit only the fees or commissions charged for assistance in the procurement, and, fees and transportation charges for the delivery of materials or supplies required at the job site, but not the cost of materials procured. A broker is defined as any person(s) or firm who arranges or expedites transactions for materials or supplies, and does not take physical possession of the materials or supplies at their place of business for resale.

- A DBE renter of construction equipment to a contractor: Count 20% of expenditures committed, with or without operator.

- A bona fide DBE service provider: Count 100% of reasonable fees or commissions. Eligible services include professional, technical, consultant, or managerial, services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of the contract. Eligible services also include agencies providing bonding and insurance specifically required for the performance of the contract.

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

- Any combination of the above.

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

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

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

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

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

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective bidder, by signing and submitting this bid proposal, 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 or 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 a material representation of fact upon which reliance was placed when this transaction was made or entered to. 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 such 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 sub-recipients shall certify and disclose accordingly.

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

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

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

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

_____,
(Project Name)

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

bids opened at _____,
(Town or City)

Vermont on _____, 20___.
(Date)

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

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

Sworn to before me this

_____ day of _____, 20___

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

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

_____
(Notary Public)

_____L.S
(Name of Individual Signing Affidavit)

(My commission expires _____)

_____L.S
(Title of Individual Signing Affidavit)

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

EXCEPTIONS:

STATE OF VERMONT
AGENCY OF TRANSPORTATION

November, 1985
CA-109

CONTRACTOR'S EEO CERTIFICATION FORM

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

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

_____	_____	_____
Company	By	Title

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

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

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	☐

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

Barre City Place
219 North Main Street, Suite 105
Barre, Vermont 05641

Contractor and Sub-Contractor 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	

ATTACHMENT P – CONTRACTOR AND SUB-CONTRACTOR INFORMATION FORM

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	

ATTACHMENT Q – CERTIFICATE OF COMPLIANCE

VERMONT AGENCY OF TRANSPORTATION
CERTIFICATE VERIFYING WORKERS' COMPENSATION COVERAGE
(PRIME CONTRACTOR)
REQUIRED FOR CONTRACTS OVER $250,000, PER ACT 54 OF 2009 & ACT 50 OF 2011

VTrans Project: _____

Prime Contractor: _____

Vermont statutes and standard State contract provisions require contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work for the State.

Evidence of coverage, including but not limited to this Certificate, must be provided prior to commencement of work.

1. The undersigned organization certifies that it either:

A. Has workers' compensation insurance ☐

Insurance Company: _____

Policy Expiration Date: _____

-OR-

B. Is approved by the Vermont Department of Labor to operate as a self-insured for workers' compensation ☐

2. The undersigned organization certifies that it has verified that its workers' compensation coverage contains a rider or non-cancellation clause reading in substance (per 2018 Standard Specifications for Construction §103.04(e)) as follows:

Anything herein to the contrary notwithstanding, no cancellation, termination, or alteration of this policy by the company or the assured shall become effective unless and until notice of cancellation, termination, or alteration has been given by registered mail to the Chief Engineer of the Vermont Agency of Transportation, 1 National Life Drive, Montpelier, Vermont 05633-5001, at least 30 Calendar Days before the effective cancellation, termination, or alteration date, unless all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal, final acceptance of the Project by the Agency.

_____ _____

Signature (must be by a person authorized to sign for contractor) Date

_____ _____

Print name of person signing Title

ATTACHMENT Q – CERTIFICATE OF COMPLIANCE

VERMONT AGENCY OF TRANSPORTATION

CERTIFICATE VERIFYING WORKERS' COMPENSATION COVERAGE

(SUBCONTRACTORS AND SUBCONTRACTORS' SUBCONTRACTORS)

***REQUIRED FOR CONTRACTS OVER $250,000**, PER ACT 54 OF 2009 & ACT 50 OF 2011*

VTrans Project: _____

Prime Contractor: _____

Subcontractor: _____

Vermont statutes and standard State contract provisions require contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work for the State.

Evidence of coverage, including but not limited to this Certificate, must be provided prior to commencement of work.

1. The undersigned organization [subcontractor] certifies that it either:

A. Has workers' compensation insurance ☐

Insurance Company: _____

Policy Expiration Date: _____

-OR-

B. Is approved by the Vermont Department of Labor to operate as a self-insured for workers' compensation ☐

2. The undersigned organization [subcontractor] certifies that it has verified that its workers' compensation coverage contains a rider or non-cancellation clause reading in substance (per 2018 Standard Specifications for Construction §103.04(e)) as follows:

Anything herein to the contrary notwithstanding, no cancellation, termination, or alteration of this policy by the company or the assured shall become effective unless and until notice of cancellation, termination, or alteration has been given by registered mail to the Chief Engineer of the Vermont Agency of Transportation, 1 National Life Drive, Montpelier, Vermont 05633-5001, at least 30 Calendar Days before the effective cancellation, termination, or alteration date, unless all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal, final acceptance of the Project by the Agency.

_____ _____

Signature (must be by a person authorized to sign for subcontractor) Date

_____ _____

Print name of person signing Title

TO BE COMPLETED BY PRIME CONTRACTOR:

Prime Contractor (print name) _____ has specifically verified the above-claimed coverage by using the Vermont Department of Labor's on-line portal for checking workers' compensation coverage, and has retained and will retain a print-out or other recorded image of such verification for the duration of the project plus three years, to be made available upon request to the Vermont Agency of Transportation or other unit of the State of Vermont.

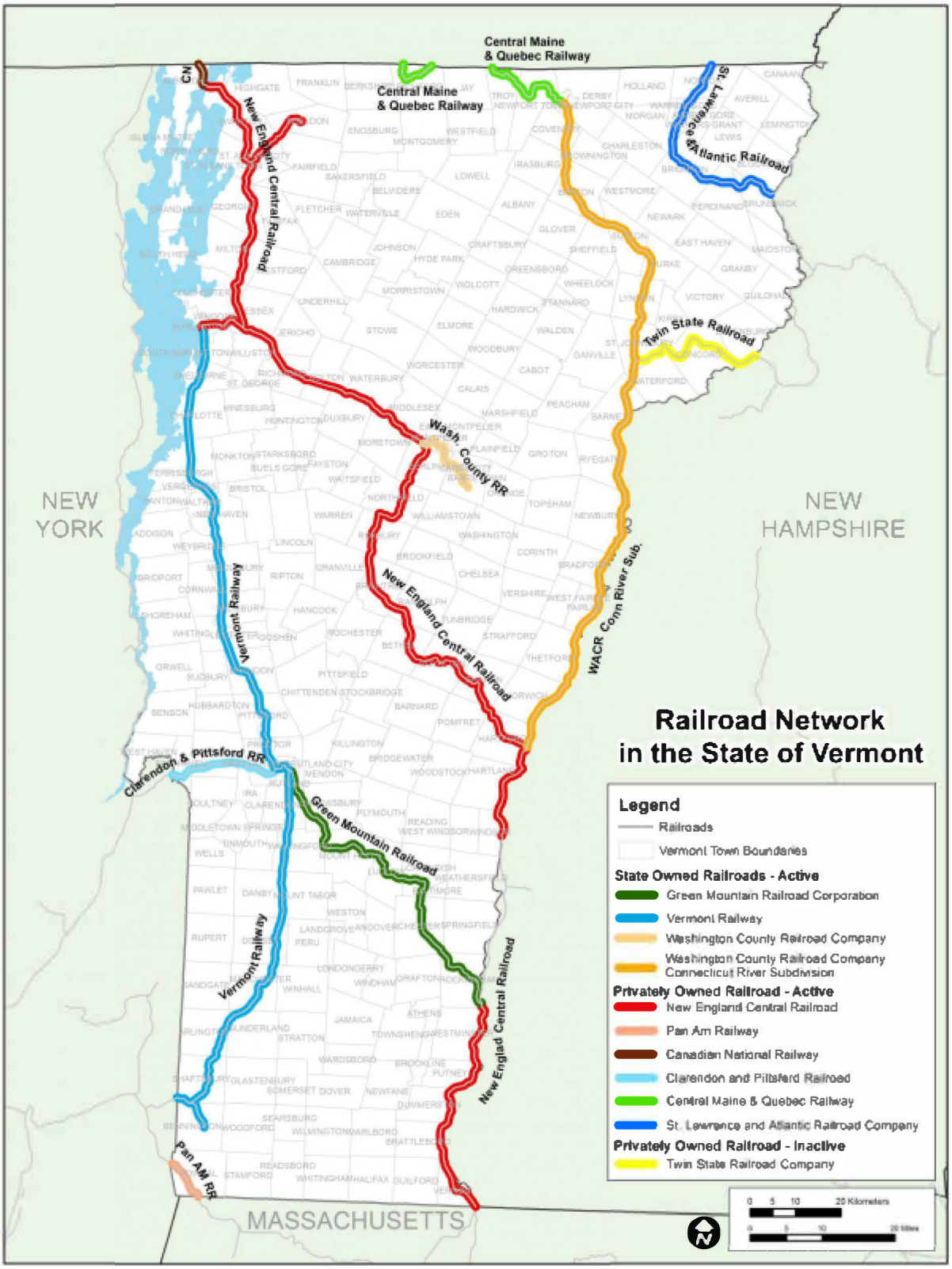
_____ _____

Signature (must be by a person authorized to sign for subcontractor) Date

_____ _____

Print name of person signing Title

ATTACHMENT R - STATEWIDE MAP OF RAIL LINES



DEBRIS MANAGEMENT INFORMATION FORM
FEMA- -DR-VT

This information form is intended to be used by the PA Project Specialist and Applicant to describe the estimated quantity, collection method, reduction method and final disposal of eligible debris resulting from occurring between . It is important to separate all types of debris, especially hazardous debris. If you have any questions at all about how to sort debris or what is considered hazardous, please contact VT Department of Environmental Conservation-Waste Management Specialist Buzz Surwilo at (802) 522-5056.

The following are general recommendations.

Collection of eligible woody debris typically does not require an environmental permit. However, there are exceptions for debris collection from streams, wetland and near lakes and ponds. If such activities are contemplated, the Applicant is advised to contact *DEP, Bureau of Land and Water Quality*, for guidance and possible permitting.

The **short-term active management of storm debris** may be undertaken by many towns following the storms. Active management includes debris collection, stockpiling and sorting, firewood processing, chipping and open burning. Chipping is preferred to burning because it results in a reusable product. Communities considering opening new sites for storage, processing and disposal of woody debris, using other sites that have not served these functions, or are anticipating the need for substantial reduction and long-term storage of woody debris are advised to call for assistance.

Burning of clean woody debris at a suitable site does not require a permit from *DEC, Air Pollution Division*, but does require a permit from the local fire chief or fire warden.

****

FEMA Project Specialists have been asked to collect brief information about how an Applicant plans to collect, treat and dispose of its eligible wood debris. This information may be shared with the Vermont Department of Environmental Conservation to help them assist all Applicants eligible for FEMA Funding.

What type of debris will be collected, where will it be collected and what is the estimated total quantity?

Where will the debris be taken and how will it be processed? (Provide address; GPS coordinates for processing site)

What method(s) will be used to dispose of the debris and what final disposal site will be used? (Provide address; GPS coordinates)

APPLICANT:_____ **Applicant Agent:**_____

I certify that the debris activities outlined above are a fair representation of the scope of work deemed eligible for FEMA assistance. All eligible work will be conducted in accordance with state and local permits and regulations and follow any additional specific guidance provided by VT ANR:

(Signature) _____ Date: _____

Certification of Compliance with Standards Set By American Railway Engineering and Maintenance-of-Way Association

I, _____, hereby certify on behalf of

_____ that:

(1) The Manual for Railway Engineering and Manual for Communications and Signals are each published by the American Railway Engineering and Maintenance-of-Way Association (AREMA). They contain policies, practices, principles, data, specifications, plans and economics pertaining to the engineering, design and construction of the fixed plant of railways. They have been developed by AREMA technical committees, with the aim to assist in construction of a railway plant which will have inherent qualities of uniformity, promoting safety and economical operation as well as low maintenance cost.

(2) All work completed within the State-owned railroad right-of-way must be performed in a manner fully consistent with relevant provisions as outlined in either:

(A) Manual for Railway Engineering
- a. Volume 1: Track
- b. Volume 2: Structures
- c. Volume 3: Infrastructure & Passenger Systems Management

or

(B) Communications & Signals Manual of Recommended Practices

(2) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers and that all subcontractors shall certify and disclose accordingly, before commencing work, and with all such certifications promptly provided to the Vermont Agency of Transportation (VTrans).

This certification is a material representation of essential term upon which the State of Vermont relies in allowing access to and work within the right-of-way. Submission of this certification is a prerequisite for making or entering into this transaction. Any person who fails to file the required certification shall not receive reimbursement from the State of Vermont, and may be required to take responsibility for additional work or costs to bring a situation up to AREMA standards.

Signed this_____ day of_____ , 20___

_____
Signature of Authorized Official

_____
Title