

**Contract Number:** C03250  
**Contract Name:** MILTON STP 5800(3)

VERMONT  
AGENCY OF TRANSPORTATION

## **PROPOSAL**

STANDARD SPECIFICATIONS FOR CONSTRUCTION  
DATED 2024 SHALL APPLY TO THIS CONTRACT

SPECIAL PROVISIONS

SCHEDULE OF ITEMS

**ELECTRONIC BID BOND** to be submitted in the amount of 5% of the Contractor's bid.

### **BIDDING PROCEDURE**

Bid Proposals will not be read unless accompanied by an electronic bid bond, and they may be rejected as irregular if they are not in compliance with Agency specifications.

**NOTE: All bid proposals shall be properly filled out and submitted electronically utilizing iCX Web System services.**

#### ***VTrans Mission and Vision***

Through excellent customer service, provide for the safe and efficient movement of people and goods.  
A safe, reliable, and multimodal transportation system that grows the economy, is affordable to use and operate, and serves vulnerable populations.

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SPECIAL PROVISIONS

1. NOTICE TO BIDDERS – CONTRACT COMPLETION DATE. This Contract shall be completed on or before July 9, 2027.
2. NOTICE TO BIDDERS – PROHIBITION OF RUSSIAN GOODS. The Contractor is hereby notified that, pursuant to Vermont Executive Order No. 02-22, dated March 3rd, 2022, the purchase of Russian-sourced goods and goods produced by Russian entities (defined as institutions or companies that are headquartered in Russia or have their principal place of business in Russia) is prohibited. The awarded Contractor must fill out and sign the Executive Order 02-22 Vendor Certification as part of the Contract awarding process.
3. NOTICE TO BIDDERS – WORK HOUR RESTRICTIONS. The Contractor is hereby notified that installation of the U.S. Route 7 traffic signal structures, final paving on U.S. Route 7 and final pavement marking operations on U.S. Route 7 shall be performed between the hours of 8:00 p.m. and 5:00 a.m. of the next calendar day. The Engineer may abbreviate this time period as necessary.

All work shall be completed in accordance with the requirements of Subsection 105.14(c) and Subsection 105.14(d).

4. NOTICE TO BIDDERS – ELECTRONIC DOCUMENT MANAGEMENT. The Contractor is hereby notified that the Contractor, their subcontractors, and suppliers shall create both a Doc Express and an iCXWeb account. The Contractor shall use these applications for collection and management of electronic documents. Doc Express can be accessed at the following link: <https://docexpress.com>. iCXWeb can be accessed at the following link: <https://vtrans.exevision.com/icx/Index.aspx>.

All costs associated with the use of Doc Express and iCXWeb will be considered incidental to Item 635.1100, Mobilization/Demobilization. The State will manage the applications including Contract setup upon Contract execution.

To create an account and for more information regarding the use of Doc Express see the information at the following link:

<https://outside.vermont.gov/agency/vtrans/external/docs/construction/Contracting/DocExpressOverviewforContractors.docx>.

To create an account and for more information regarding the use of iCXWeb see the information at the following link: <https://vtrans.vermont.gov/icx>.

5. NOTICE TO BIDDERS – ELECTRONIC TICKETING VTRANS PORTAL. The Contractor is hereby notified that the Contractor, their subcontractors, and suppliers shall connect to the VTrans Portal and use the application for distribution and management of electronic tickets (e-tickets). VTrans Portal is a state cloud-based e-ticket database, including a web-based user interface and a jobsite mobile e-ticket application. VTrans Portal will interface with the Contractor's supplier existing point of sales or e-ticketing platform and will allow VTrans to manage bituminous material e-tickets.

All costs associated with the use of VTrans Portal will be considered incidental to the appropriate Section 406 and Section 407 pay items. The Agency will manage the VTrans Portal application including Contract setup upon Contract execution.

To create an account, connect to the VTrans Portal, and for more information regarding the use of VTrans Portal see the information at the following link: <https://www.haulhub.com/vermont-agency-transport-22/>

6. NOTICE TO BIDDERS – CONTACT WITH THE AGENCY. From the time of advertising until the actual bid opening for this Contract, all prospective Contractors, subcontractors, and suppliers shall direct all inquiries related to this Contract solely to the Agency's Contract Administration Section at [AOT.ConstructionContractingInquiry@vermont.gov](mailto:AOT.ConstructionContractingInquiry@vermont.gov).

The deadline for submitting inquiries related to this Contract is 4:30 p.m. Eastern Time on December 10, 2025. Inquiries received prior to this time will receive a response from the Agency. Inquiries received after this time may receive a response at the Agency's discretion.

7. NOTICE TO BIDDERS – OTHER SPECIFICATIONS AND CONTRACT REQUIREMENTS.

Construction Stormwater Permit  
Operational Stormwater Permit (Town)  
Operational Stormwater Permit (State)  
Act 250 Land Use Permit  
GPIF – Cisco Products  
GPIF – Cree Roadway Lighting Products  
GPIF – Econolite Traffic Signal Products  
GPIF – Miovision TrafficLink Systems  
GPIF – GTT Opticom  
GPIF – Wavetronix Products  
FHWA 1273 - Required Contract Provisions for Federal-Aid Construction Contracts  
USDOL Davis Bacon Wage Rates by County  
Disadvantaged Business Enterprise (DBE) Policy Contract Requirements - CR-110  
Attachment C - Standard State Provisions for Contracts and Grants  
USDOT Standard Title VI Nondiscrimination Assurances Appendices A, E  
Standard Federal Equal Employee Opportunity (EEO) Construction Contract Specifications CA26  
Contractor Equal Employment Opportunity (EEO) Certification Form – CA109  
Vermont Agency of Transportation Certificate of Compliance – CA271  
Vermont Agency of Transportation Minimum Labor and Truck Rates – CA101  
Commodity Index Prices – CA170  
Schedule of Pay Items

8. NOTICE TO BIDDERS – NEW PREQUALIFICATION FORM. The Contractor is hereby notified that the Agency is required by the U.S. Department of Transportation to develop and maintain a list of information about all firms that bid on federally funded Contracts in accordance with 49 C.F.R. § 26.11. The Agency has developed a new electronic form to collect this information. The Contractor shall fill out this form as part of their project-specific prequalification for every Contract that they bid on. A link to this form is provided in the prequalification form available through iCX and the Agency’s website.

9. NOTICE TO BIDDERS – DAVIS-BACON. U.S. Department of Labor Davis-Bacon wage rates are applicable to this Contract. Copies of the applicable rates are included in this proposal.

*In the included wage rates, the requirements of Executive Order 13658 and 14026 do not apply to this Contract.*

10. NOTICE TO BIDDERS – STANDARD DRAWINGS. The Vermont Agency of Transportation Standard Drawings listed on the Index of Sheets are not included in the plan set, but may be found at the following address:  
[https://resources.vtrans.vermont.gov/resources/cadd/VAOTconSTD\\_Name.xml?\\_gl=1\\*\\_6cpy62\\*\\_ga\\*MTU5MTQ3NTcyNi4xNzIwMjM5NjI0\\*\\_ga\\_V9WQH77KLW\\*czE3NTI3NTYyMzQkbzE3NCRnMSR0MTc1Mjc1NjkwMyRqNjAkbDAkaDA.](https://resources.vtrans.vermont.gov/resources/cadd/VAOTconSTD_Name.xml?_gl=1*_6cpy62*_ga*MTU5MTQ3NTcyNi4xNzIwMjM5NjI0*_ga_V9WQH77KLW*czE3NTI3NTYyMzQkbzE3NCRnMSR0MTc1Mjc1NjkwMyRqNjAkbDAkaDA.)
11. NOTICE TO BIDDERS – INFORMATIONAL DOCUMENTS. The Contractor is hereby notified that the following informational documents for this Contract are available on iCXWeb and the VTrans Bid Opportunities website. These documents are being provided during the bid solicitation period for informational purposes only.
  - (a) Traffic Management Plan (TMP) Checklist
  - (b) Geotechnical Data Report – Mast Arm Foundations
  - (c) Geotechnical Data Report – Infiltration Testing and Concrete
12. NOTICE TO BIDDERS – SURFACE WATER WITHDRAWAL. The Contractor is hereby notified that the Vermont state law, Act 135 of 2022, requires any person withdrawing surface water (as defined in 10 V.S.A. § 1002 (20)) to register with and report the water withdrawal and usage to the Vermont Department of Environmental Conservation beginning January 1, 2023. Guidance can be found here: <https://dec.vermont.gov/watershed/rivers/streamflow-protection/act-135-surface-water-withdrawal-registration-and-reporting>
13. NOTICE TO BIDDERS – ENVIRONMENTAL COMMITMENTS.
  - (a) Threatened, Endangered, and Rare Species. The Contractor shall ensure all personnel working on the project site are made aware of the potential presence and protected status of the tri-colored and northern long-eared bat. Potentially suitable bat habitat is present within the project limits. An acoustic survey was conducted that resulted in a probable absence determination Time-of-Year (TOY) construction restrictions are not required.  
  
The Contractor is hereby made aware of the potential for TOY restrictions related to proposed offsite activity areas. Cutting trees  $\geq 3$  inches in diameter outside of the contract project limits shall require review under Section 105.25 Opening Off-Site Activity Areas.
  - (b) Invasive Material. If invasive species are delineated on the Plans or found in the project area and confirmed by the Engineer, the invasive species, and any soil excavated from areas that contained the invasive species, will be termed invasive material.

The Contractor shall handle the invasive material in accordance with the [VTrans State Highway System Roadside Terrestrial Invasive Plants Best Management Practices \(BMPs\)](#). The Contractor shall stockpile the invasive material separately from other soil stockpile areas. A ground barrier and perimeter containment system shall be in place around the area intended for stockpiling the invasive material. Equipment shall be cleaned of all soil and plant matter prior to arriving on site in accordance with Subsection 107.06. The equipment used for excavation and transport of invasive material shall be cleaned of all soil and plant matter before being used for work in other areas in accordance with the BMPs.

To the extent possible, invasive material shall be reused on site. Invasive material shall only be reused on site in areas where the presence of the invasive species were clearly evident. If there is an excess of invasive material, it shall be wasted in accordance with the BMPs.

The cost of excavating invasive material will be paid for under the appropriate Contract excavation items. When invasive species are delineated on the Plans, the additional cost for handling invasive material, following the BMPs, cleaning equipment, and wasting excess invasive material will be incidental to all other Contract items. When invasive species are not delineated on the Plans, and compensation is not otherwise provided for in the Contract, the work of handling invasive material, following the BMPs, cleaning equipment, and wasting excess invasive material will be considered extra work in accordance with [Subsection 104.03](#) and will be paid for in accordance with [Subsection 109.06](#).

- (c) [Urban Soils Background Area](#). The project is located within an Urban Soils Background Area, as shown on the Vermont Agency of Natural Resources [Natural Resources Atlas](#). These areas may have high background levels of certain constituents, therefore the Agency has determined that material generated from these areas should be disposed within an Urban Soil Background Area. These soils shall be reused on-site to the maximum extent possible within the urban soils background area portion of the project. Excess Urban Area soils shall be disposed off-site by the Contractor within a designated Urban Soils Background Area. The process for submittal and review of proposed disposal locations shall be in accordance with [Subsection 105.25](#) through [Subsection 105.27](#).

If the Contractor elects to use an alternate location outside of an Urban Soil Background Area, then soils must be disposed in accordance with the [Investigation and Remediation of Contaminated Properties Rule](#) (IRule) at no additional expense to the Agency. The alternate location must be reviewed and approved by the Agency and the Contractor must secure all necessary permits and approvals from the Vermont Agency of Natural Resources for the alternate disposal site.

- (d) Stormwater. The Operational Stormwater Permit authorization requires areas identified in the plans to meet the Post-Construction Soil Depth and Quality Standard, as defined in the 2017 Vermont Stormwater management Manual. In accordance with this standard the Contractor shall follow Section 651 with the following additions and modifications:
- (1) Equipment shall be restricted from driving outside of established project demarcation fence or barrier fence.
  - (2) Native topsoil, if present, shall be stockpiled and then reused within the project limits.
  - (3) Both native and imported topsoil shall be tested in accordance with Subsection 755.02. If results show that the topsoil has less than 4% organic matter, then the topsoil shall be amended with compost at a rate of 1:3 compost to topsoil. The compost shall be a humus-rich material having 40% to 65% organic matter, a carbon to nitrogen ration below 25:1, and meet the definition of compost in the Vermont DEC Solid Waste Management Rules.
  - (4) Subsoils shall be scarified or loosened to a depth of 4 inches.
  - (5) Topsoil shall be placed in accordance with Subsection (a) with a minimum depth of 4 inches.
  - (6) Required depth verification testing will be conducted by the Engineer and will include shovel tests to a minimum depth of 8 inches, driven solely by the individual's weight. A total of nine tests per acre of area subject to the Post-Construction Soil Depth and Quality Standard, spaced a minimum of 50 feet apart, shall be performed. Test locations will be selected by the Engineer.

Costs for complying with the Post-Construction Soil Depth and Quality Standard will be incidental to all other Contract items.

14. NOTICE TO BIDDERS – UTILITIES. Existing aerial facilities owned by Comcast, Consolidated Communications, and Green Mountain Power will be adjusted, as necessary, by employees or agents of the above company in accordance with the "Approximate Aerial Utility Relocation Route" shown in the contract plans.

Existing underground facilities owned by Vermont Gas Systems shall be field verified and excavated by the contractor in accordance with language below. The contractor shall install a 12" sand buffer around the existing gas mains where gas mains cross under proposed underdrains. The Contractor is cautioned to otherwise protect these facilities from damage.

Existing underground facilities owned by Comcast and Consolidated Communications will be adjusted, as necessary, by employees or agents of the above municipality in accordance with the "*Approximate Underground Utility Relocation Route*" shown in the contract plans.

Existing water valves owned by Town of Milton may require adjustments to match the new finished pavement elevation. Necessary elevation adjustments to municipally owned water valves will be performed by the Contractor in accordance with Item 629.2800, Adjust Elevation of Valve Box. The contractor will need to notify Town of Milton at least 2 weeks prior to scheduled work.

Existing water hydrants owned by Town of Milton will be removed and relocated, as necessary, by the contractor in accordance with the "Approximate Underground Utility Relocation Route." Necessary adjustments to municipally owned water hydrants will be performed by the Contractor in accordance with Item 629.3800, Remove Hydrant and Item 629.3500, Hydrant, All-Inclusive. The contractor will need to notify Town of Milton at least 2 weeks prior to scheduled work.

Existing water mains owned by Town of Milton will be removed and relocated, as necessary, by the contractor in accordance with the "Approximate Underground Utility Relocation Route." Necessary adjustments to municipally owned water pipe will be performed by the Contractor in accordance with Item 629.4300, Transfer to New System, Water, All-Inclusive, and Item 629.1724, Ductile Iron Water Pipe, Cement-Lined, All-Inclusive, 6in. The contractor will need to notify Town of Milton at least 2 weeks prior to scheduled work.

Existing sewer manholes owned by Town of Milton may require adjustments to match the new finished pavement elevation. Necessary elevation adjustments to municipally owned sewer manholes will be performed by the Contractor in accordance with Item 604.4200, Changing Elevation of Sewer Manholes. The contractor will need to notify Town of Milton at least 2 weeks prior to scheduled work.

Contacts for the above listed companies are as follows:

Comcast	Marc Descoteaux	(802) 999-7504
Consolidated Communications	Jason Lavery	(802) 338-0793
Green Mountain Power	Shane Garceau	(802) 309-0441
Vermont Gas Systems	Adam Gero	(802) 376-9699
Town of Milton Public Works	Thomas Elwood	(802) 893-6655

Employees or agents of the above listed companies are to be allowed free and full access within the project limits with the tools, materials, and equipment necessary to install, operate, maintain, place, replace, relocate, and remove their facilities.

There will be no extra compensation paid to the Contractor for any inconvenience caused by working around and with the companies, or their facilities. Should the Contractor desire additional adjustments of the utility facilities for his/her convenience, proper arrangements shall be made in conformance with Subsection 105.09.

The Contractor is advised that one or more of the parties to the Agreements for the construction of the various utility facilities included in this contract have the option of withdrawing the work from the contract. If any of the options are exercised, the contract utility work, in whole or in part, shall be deleted from the contract by the Engineer. The deletion of all or part of these utility items from the contract will not constitute any portion of an increase or decrease of 25% of the total original contract amount or of the original length shown in the contract as set forth in subsection 109.05, Compensation for Altered Plans or Quantities, and will not be subject to the provisions of 109.04, Changes in the Character of the Work.

There are areas of underground utilities that may require additional locating beyond normal dig safe measures. The Contractor is hereby notified that exploratory excavation to locate existing underground facilities may be necessary to protect these facilities from damage. Where approved by the Engineer, these utilities shall be located and/or exposed by methods such as air/vacuum excavation and/or hand digging to determine their exact location. This exploratory work shall be classified as Trench Excavation of Earth, Exploratory and payment shall be through Pay Item “204.2200, Trench Excavation of Earth, Exploratory, (N.A.B.I).”

Vermont Statutes Annotated, Title 30, Chapter 86 (“Dig Safe”) requires notice to Dig Safe before starting excavation activities. The Contractor must telephone Dig Safe at 811 at least 72 hours (excluding Saturdays, Sundays and legal holidays) before, but not more than 30 days before, starting excavation activities at any location. In addition, before excavation and/or pavement grinding in or on the state highway right-of-way, the Contractor must contact the Agency’s Traffic Signal Superintendent, Dan Ertel, to obtain/verify the location of Agency’s underground utility facilities or to confirm the absence of such facilities. Dan can be reached at (802) 343-2188.

The Contractor is advised that many towns are not members of Dig Safe. It is the Contractor’s responsibility to check with towns prior to excavation and shall protect and restore utilities damaged within the project and as set forth in Subsection 107.12.

All Contractors, subcontractors or material suppliers involved in any project-related activity shall comply with all applicable codes and regulations related to working around live electrical lines; including, but not limited to maintaining the required minimum clear distance from an electrical utility facility. The Contractor’s Competent Safety Officer shall be well versed in OSHA and VOSHA regulations and shall be capable of implementing a plan to conform to these regulations during prosecution of work.

15. NOTICE TO BIDDERS – CONCURRENT CONSTRUCTION. The Contractor is made aware of the following VTrans construction project(s) which are expected to be in progress within the area of this project during its construction.

TABLE 1 – CONCURRENT CONSTRUCTION PROJECTS

Project	Contractor	Anticipated Contract Completion Date
Colchester-Milton STP PS26(4)	TBD	April 2027 – Oct 2027
Colchester-Swanton IM 089-3(85)	TBD	May 2027 – Oct 2027
Milton STP MM 24(3)	TBD	Nov 2026 – May 2027
Colchester NH 028-1(31)	Kubricky - Jointa Lime LLC	May 2024 – Jul 2026

This list is not all-inclusive and it is possible there may be other VTrans, municipal, or private construction projects within the area of this project during its construction.

The Contractor shall coordinate construction schedules and traffic control with the work required for these projects.

There will be no extra compensation paid to the Contractor for any inconvenience caused by working around these or other projects.

16. NOTICE TO BIDDERS - SALVAGED MATERIALS. The Contractor is hereby notified that the following reusable equipment, as determined by the Agency, removed and not re-used on the project shall remain the property of the State:

Controller cabinets and all traffic signal equipment inside the controller cabinets, Wavetronix detection equipment, and pedestrian push button assemblies.

All costs for loading and delivering these salvaged materials will be incidental to Contract item: 678.1000 Removal of Existing Traffic Control Signal System.

The Contractor shall load all of the salvaged materials onto suitable transport and deliver them to the VTrans District 5 Chimney Corners Garage at 400 U.S. Route 7, Colchester, VT 05446.

The Contractor shall contact Dan Ertel, VTrans Traffic Signal Superintendent [Tel.: (802) 343-2188] a minimum of 2 weeks prior to beginning delivery to the designated location.

All other materials removed under 678.1000 Removal of Existing Traffic Control Signal System, including strain poles, shall become the property of the Contractor.

17. NOTICE TO BIDDERS – SPECIAL CONSTRUCTION REQUIREMENTS.

- (a) During construction it will be necessary for the Contractor to maintain one-lane traffic for extended periods of time. In no case shall the paved width for this one-lane traffic, including shoulders, be reduced to less than 12 feet. This paved width shall remain free of obstructions and obstacles at all times.
- (b) The Contractor shall position Portable Changeable Message Signs at locations determined by the Engineer properly warning motorists of the roadway conditions ahead. As directed by the Engineer, these locations may change during construction as needs arise based on daily work activities. The message to be displayed shall be submitted to the Engineer in advance for approval. The displayed message should accurately reflect what motorists can expect to encounter through the project area. The cost of providing the Portable Changeable Message Signs will be paid for under Contract item 641.1500. The Contractor shall also install and maintain appropriate construction signing warning the traveling public of the expected roadway surface conditions.
- (c) Prior to final acceptance of the project, all drop inlets within the project limits shall be cleaned and all material within the drop inlets shall be removed. All paved areas adjacent to curbs shall be swept and cleaned of all extraneous material. Costs for this work will not be paid for directly, but will be considered incidental to all Contract items.
- (d) There are special events throughout the year that may require close communication and coordination between the Contractor and the municipality to reduce conflicts. The municipality will advise the Engineer and Contractor of the specifics of each event and the Engineer will direct the Contractor as to what actions, if any, will be necessary on the Contractor's part to minimize impacts to the event. Special events that may conflict with Contractor operations are not limited to those which may be listed in this Notice to Bidders. There will be no extra compensation paid to the Contractor for any inconvenience caused by working around any listed or unlisted special events.

For more information about area special events, contact the following:

Milton:           Brittany Tradup  
                      Executive Assistant to the Town Manager  
                      43 Bombardier Road, Milton, VT, 05468  
                      [btradup@miltonvt.gov](mailto:btradup@miltonvt.gov)  
                      802-893-6655

18. NOTICE TO BIDDERS – AFAD. The Contractor is hereby notified that Automated Flagger Assistance Devices (AFADs) are remotely operated devices that enable a certified flagger to be positioned out of the lane of traffic and are used to control motorists through work zones.

AFADs shall only be used in situations where there is no more than one lane of approaching traffic that needs to be controlled. Additionally, since AFADs are not traffic control signals, they shall not be used to replace traffic signals or other continuously operating traffic control devices.

These devices may be used as a safety enhancement to flaggers on an hour-for-hour basis. AFADs shall meet the following requirements:

- (a) All AFAD applications shall meet the requirements of the applicable sections of the current edition of the *Manual on Uniform Traffic Control Devices (MUTCD)*.
- (b) All AFAD applications shall be in accordance with *NCHRP Report 350* or the *MASH* for the applicable test level and device weight. Documentation of the crashworthiness of the device shall be submitted to the Engineer for approval prior to use on the project.
- (c) AFAD applications shall always be controlled by a flagger who has been trained in the operation of the AFAD and who meets the requirements of Section 630. The flagger shall not flag traffic and operate an AFAD at the same time.
- (d) Should an AFAD malfunction or otherwise not function as intended they shall be replaced by another AFAD or flagger(s) or work shall cease and the roadway shall be opened to unrestricted traffic flow immediately.
- (e) Each AFAD will be considered equivalent to one flagger and will be measured and paid for on an hourly basis under Item 630.1500 Flaggers. One hour of AFAD use shall be paid for as one hour of flagging.
- (f) Flaggers will only be measured for payment when actually performing flagging duties. Flaggers controlling AFADs but not actually flagging will not be measured for payment, but will be considered incidental to the Contract lump sum price for Item 641.1000 Traffic Control, or Item 641.1100 Traffic Control, All-Inclusive, as applicable.
- (g) The use of AFADs may be suspended at the discretion of the Engineer.

19. NOTICE TO BIDDERS – FUEL PRICE ADJUSTMENT. In addition to the items specified in Section 690, the Special Specification items listed in Table 1 will also be eligible for Fuel Price Adjustment under Section 690.

TABLE 1 – SPECIAL SPECIFICATION ITEMS SUBJECT TO FUEL PRICE ADJUSTMENT

Special Specification Pay Items Subject to Adjustment:		Using the Tabulated Fuel Usage Factor and Threshold Quantity for:
Item No.	Item Name	Work Category
N/A	N/A	N/A

20. NOTICE TO BIDDERS – SUBSECTION 105.11(b). Subsection 105.11(b) is hereby modified by being deleted in its entirety and replaced with the following:
- (b) Permanent Marking Layout. The Contractor shall be responsible for the layout of the permanent traffic markings in accordance with the Plans. The Engineer will verify the layout of the permanent traffic markings, including passing zones and breaks for town highways.
21. NOTICE TO BIDDERS – SUBSECTION 107.21(b). Subsection 107.21(b) is hereby modified by deleting the phrase “*M-22-11*” from the second sentence and replacing it with the phrase “*M-24-02*”.
22. NOTICE TO BIDDERS – TABLE 108.12A. Table 108.12A is hereby modified by being deleted in its entirety and replaced with the following:

TABLE 108.12A – DAILY LIQUIDATED DAMAGES CHARGE PER WORKING DAY OF DELAY

Original Contract Amount		Daily Charge per Working Day of Delay
From More Than	To and Including	
\$0	\$1,500,000	\$3,200
\$1,500,000	\$3,000,000	\$3,400
\$3,000,000	\$5,000,000	\$3,600
\$5,000,000	\$10,000,000	\$4,100
\$10,000,000	\$15,000,000	\$4,700
\$15,000,000	\$20,000,000	\$5,200
\$20,000,000	--	\$5,800

23. NOTICE TO BIDDERS – SUBSECTION 646.04(d). Subsection 646.04(d) is hereby modified by deleting the first sentence of the first paragraph in its entirety and replacing it with the following:

The Contractor shall be responsible for the layout for the permanent traffic markings as specified in Subsection 105.11(b).

24. NOTICE TO BIDDERS – SUBSECTION 646.08(a)(2)a. Subsection 646.08(a)(2)a. is hereby modified by deleting the first sentence of the first paragraph in its entirety and replacing it with the following:

Initial dry retroreflectivity minimums for surface-applied polyurea shall be 250 mcd/m<sup>2</sup>/lx for yellow markings and 350 mcd/m<sup>2</sup>/lx for white markings.

25. NOTICE TO BIDDERS – SUBSECTION 678.07. Subsection 678.07 is hereby modified by deleting the fourth paragraph in its entirety and replacing it with the following:

The accepted quantity of Pedestrian Signal Assembly will be paid for at the Contract unit price per each. Payment will be full compensation for furnishing pedestrian signal heads, pedestrian actuation signs, pedestrian push button assemblies, mounting hardware, all training, labor, materials, wiring, tools, equipment, and incidentals necessary to complete the work. The pedestal pole assembly will be paid separately.

26. NOTICE TO BIDDERS – SUBSECTION 702.01. Subsection 702.01 is hereby modified by deleting the phrase “*AASHTO PP 113*” from the second paragraph and replacing it with the phrase “*AASHTO R 118*”.

27. NOTICE TO BIDDERS – SUBSECTION 702.03. Subsection 702.03 is hereby modified by being deleted in its entirety and replaced with the following:

702.03 WARM-MIX ASPHALT TECHNOLOGIES. Warm-mix asphalt (WMA) technologies shall be evaluated in accordance with the AASHTO Product Evaluation & Audit Solutions work plan for *Evaluation of Warm Mix Asphalt Technologies and Anti-Strip Additives*, be one of the products listed on the Agency’s *Approved Products List*, and meet the following requirements:

- (a) PG Binder Grading. The product shall not change the classified performance grade or traffic designation of the base asphalt binder when tested in accordance with *AASHTO M 332*.
- (b) Tensile Strength Ratio (TSR). WMA mixtures shall achieve a TSR value greater than or equal to that of the corresponding control (non-WMA) mixture as determined in accordance with *AASHTO T 283*.

- (c) Hamburg Wheel Tracker Test (HWTT). WMA mixtures shall have a final rut depth of less than 1/2 inch (12.5 mm) after a minimum of 10,000 passes when tested in accordance with *AASHTO T 324*.

WMA technologies that also act as an anti-strip agent, and are dosed to abate stripping, shall also meet the requirements of Subsection 702.04 and will be evaluated separately.

- 28. NOTICE TO BIDDERS – SUBSECTION 702.04. Subsection 702.04 is hereby modified by being deleted in its entirety and replaced with the following:

702.04 ANTI-STRIP ADDITIVES. Anti-strip additives (ASA) used to abate stripping between asphalts and aggregate shall be heat stable for all temperature ranges prescribed for the asphalt binder and capable of thorough dispersion in the binder without losing their effectiveness when in storage and at the designated mixture temperatures. The ASA shall also be capable of improving the moisture sensitivity and rutting susceptibility, and reducing film stripping of the bituminous concrete mixture. ASAs shall be evaluated in accordance with the AASHTO Product Evaluation & Audit Solutions work plan for *Evaluation of Warm Mix Asphalt Technologies and Anti-Strip Additives*, be one of the products listed on the Agency’s *Approved Products List*, and meet the following requirements:

- (a) PG Binder Grading. The product shall not change the classified performance grade or traffic designations of the base asphalt binder.
- (b) Tensile Strength Ratio (TSR). Limestone ASA mixtures shall have a TSR value greater than or equal to the result corresponding to the limestone control (non-ASA) mixture. Granite ASA mixtures shall have a minimum TSR value that is 100% greater than the result corresponding to the granite control (non-ASA) mixture. All TSR testing shall be in accordance with *AASHTO T 283*.
- (c) Hamburg Wheel Tracker Test (HWTT). Granite ASA mixtures shall have a final rut depth of less than 1/2 inch (12.5 mm) and a minimum stripping inflection point (SIP) that is 25% greater than the result corresponding to the granite control (non-ASA) mixture. All HWTT testing shall be in accordance with *AASHTO T 324*.
- (d) Boil Test. The ASA technology shall demonstrate no loss of adhesion and have a maximum of 5% uncoated particles in both the limestone and granite samples when tested in accordance with *ASTM D3625*.

- 29. NOTICE TO BIDDERS – TABLE 716.02B. Table 716.02B is hereby modified by deleting the third row in its entirety and replacing it with the following:

Air voids	4.00%	4.00%	4.00%	4.00%	3.00%
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30. NOTICE TO BIDDERS – SUBSECTION 716.02(b)(2). Subsection 716.02(b)(2) is hereby modified by deleting subpart a. in its entirety and relabeling subparts b. through e. as a. through d.
31. NOTICE TO BIDDERS – SUBSECTION 716.02(b)(3). Subsection 716.02(b)(3) is hereby modified by deleting subparts d. and e. and Table 716.02E in their entirety and replacing them with the following:
- d. Evaluate mixture moisture sensitivity and rutting susceptibility using the Hamburg wheel tracker test (HWTT) to ensure the criteria outlined in Table 716.02E are met. Specimen fabrication, conditioning, and test procedures for the HWTT shall be in accordance with *AASHTO T 324* as modified in the Agency’s *Bituminous Concrete Policy Manual*. The HWTT will not be applicable to material used for non-paver placed pavement, surface preparation, temporary pavement, curbs, gutters, or sidewalks.
  - e. Determine mixture cracking tolerance index (CT-Index) using the indirect tensile cracking test to ensure the criteria outlined in Table 716.02E are met. Specimen fabrication, conditioning, and test procedures for determination of the CT-Index shall be in accordance with *ASTM D8225* as modified in the Agency’s *Bituminous Concrete Policy Manual*. The CT-Index will not be applicable to material used for non-paver placed pavement, surface preparation, temporary pavement, curbs, gutters, or sidewalks.

TABLE 716.02E – MIXTURE PERFORMANCE CHARACTERISTICS

Mix Type	Hamburg Wheel Tracker Test			Indirect Tensile Cracking Test
	Maximum Rut Depth	Minimum Number of Passes	Minimum Stripping Inflection Point (SIP)	Minimum Average CT-Index Value
Type IS	1/2 in. (12.5 mm)	20,000 passes	15,000 passes	Report
Type IIS	1/2 in. (12.5 mm)	20,000 passes	15,000 passes	45
Type IIIS	1/2 in. (12.5 mm)	20,000 passes	15,000 passes	70
Type IVS	1/2 in. (12.5 mm)	20,000 passes	15,000 passes	85
Type IVSB	1/2 in. (12.5 mm)	20,000 passes	15,000 passes	85

32. NOTICE TO BIDDERS – SUBSECTION 728.02. When material is supplied in accordance with Subsection 728.02(b) or Subsection 728.02(e), material in accordance with *AASHTO M 180-18* may be substituted in place of material meeting *AASHTO M 180-23*.

Special Provisions Part II – Special Specifications

SECTION 679-0001 – ORNAMENTAL STREET LIGHT ASSEMBLY

679-0001.01 DESCRIPTION. This work shall consist of furnishing and installing ornamental street light assemblies, complete with luminaire, wiring, fuses, foundations, and fuse holders internal to the pole hand hole, with grounding electrodes installed, and all other items necessary to provide a complete and operational system.

The work under this section shall be performed in accordance with these provisions, the Plans, and Section 679.

679-0001.02 MATERIALS. Materials shall meet the requirements of the following subsections:

Bar Reinforcement .....	713.01
Anchor Bolts for Signals, Lighting, and Overhead Signs.....	714.09
Bearing Pads .....	731.01
Electrical Conduit .....	752.06
Grounding Electrodes .....	752.11
Highway Illumination Conductor Cable .....	753.06

Concrete for ornamental street light assembly foundations shall be Concrete, Class B in accordance with Section 541.

Anchor bolts shall meet the requirements shown on the Plans.

The ornamental street light assembly shall be of the type and manufacturer specified on the Plans.

679-0001.03 CONSTRUCTION REQUIREMENTS. The Contractor shall submit working drawings in accordance with Subsection 105.06 and Subsection 679.04, in addition to the manufacturer’s descriptive literature for the materials specified.

Transport, storage, handling, and installation of products shall be in accordance with the manufacturer’s instructions. The Contractor shall protect all parts of the ornamental street light assemblies and maintain them in an undamaged condition until they are installed and accepted for payment. Factory applied shipping wrap of cardboard or other material shall remain in place throughout handling and installation to protect assembly finish. The factory shipping wrap shall only be removed after final assembly installation. Pole grips, truck arms, jaws, trailers, and any other surfaces that contact assemblies prior to or during installation shall be fully and thickly padded to prevent scratching assemblies.

Ornamental street light pole foundations shall be installed true to line and grade as shown on the Plans or as directed by the Engineer.

Ornamental street light assembly foundations shall be installed at the locations indicated and in the configurations shown on the Plans. All locations shall be field approved by the Engineer prior to installation.

## Special Provisions Part II – Special Specifications

The Contractor shall provide and install the grounding electrode and associated ground wiring for each ornamental street light assembly. Each assembly shall be provided with its own separate ground rod adjacent to its foundation and bonded to the pole's grounding lug, as shown on the Plans. In the case of bridge deck mounted ornamental street light assemblies, the grounding method shall be in accordance with the *National Electrical Code*.

Poles shall be installed plumb and true on the foundations and in strict accordance with the manufacturer's instructions. If needed, stainless steel flat washers or stainless-steel horseshoe shims shall be used to plumb the poles. For aluminum bases mounted on concrete, a 1/8 inch thick preformed fabric bearing pad shall be placed on the concrete surface. Sealant shall not be placed under the ornamental street light base to allow for drainage.

Ornamental luminaires shall be installed with the correct optical system orientation, socket position, and inclination angle to meet the specified photometric requirements. Ornamental luminaires shall be installed at the orientation to the roadway as specified on the Plans. All ornamental street light assembly components shall be cleaned of all dirt, dust, and fingerprints prior to acceptance.

A wattage identification sticker shall be installed inside the base hand hole. No other identifying numbers except the manufacturer's nameplate shall be installed on the poles, arms, or luminaries, unless otherwise specified on the Plans.

Splices and junctions shall be made in accordance with Section 678.

Acceptance of the ornamental street light assemblies shall be in accordance with Subsection 679.16.

Any components damaged due to Contractor negligence shall be replaced with new components at the Contractor's expense, and as directed by the Engineer.

679-0001.04 METHOD OF MEASUREMENT. The quantity of Ornamental Street Light Assembly and Ornamental Street Light Foundation of the type specified to be measured for payment will be for each ornamental street light assembly and ornamental street light foundation installed in the complete and accepted work.

679-0001.05 BASIS OF PAYMENT. The accepted quantity of Ornamental Street Light Assembly of the type specified will be paid for at the Contract unit price per each. Payment will be full compensation for furnishing, transporting, handling, and placing the materials specified including poles, luminaries, bracket arms, and photocells; for providing a complete street light assembly, wired in place; performing all splices and junctions; and for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work.

Special Provisions Part II – Special Specifications

The accepted quantity of Ornamental Street Light Foundation will be paid for at the Contract unit price for each. Payment will be full compensation for furnishing, transporting, handling, assembling, and placing the materials specified, including concrete, reinforcing bar, electrical conduit, anchor bolts, grounding electrodes, preformed fabric bearing pads, highway illumination conductor cable, and accessories; and for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
679.4600001 Ornamental Street Light Assembly.....	Each
679.4600002 Ornamental Street Light Foundation .....	Each

10/3/2024

Dear Permittee(s),

The Notice of Intent for the discharge of stormwater runoff from Low Risk Construction Activity under Construction General Permit (CGP) 3-9020 (March 19, 2020) has been authorized. You will need the following documents to maintain compliance with this authorization. Enclosed with this cover letter is your **Authorization to Discharge under General Permit 3-9020** and a copy of the **Notice of Authorization** that you must post at your construction site. In addition, any additional Owners and Operators that were not identified on the Notice of Intent at the time of application must file a **Notice of Addition of Co-Permittee**. See below for more details on these and other permit requirements.

1. **Authorization to Discharge under General Permit 3-9020**

The authorization for Low Risk Construction Activity is valid for five years from the date of the authorization. If the project will proceed past the expiration date, you must reapply for coverage under this or another construction stormwater permit before that time. If the project is completed or is sold before that time, you may terminate the authorization by submitting a Notice of Termination, subject to Subpart 7.4 of CGP 3-9020. Any proposed project changes must be first evaluated in accordance with the terms, conditions, and eligibility provisions set forth in Part 5 of CGP 3-9020.

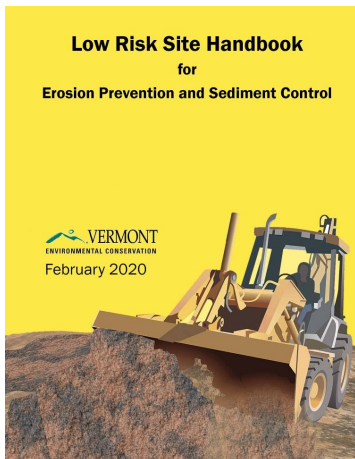
2. **Notice of Authorization for Posting**

The Notice of Authorization, which details the authorization and conditions you selected in completing Appendix A to the CGP, must be posted in a location visible to the public in accordance with Subpart 4.5.C of the CGP.

3. **Notice of Addition of Co-Permittee**

This form must be submitted for every additional Owner and/or Operator who joins the project, in accordance with Subpart 7.3 of the CGP. Use ANR Online to file all Notice of Additions. ANR Online can be accessed using the following link: <https://anronline.vermont.gov>. Instructions on creating an account are available on the main page.

**Low Risk Site Handbook for Erosion Prevention and Sediment Control**



Please provide the Owner(s) and Operator(s) access to the Low Risk Site Handbook for Erosion Prevention and Sediment Control. This handbook details the practices that must be implemented throughout the construction project to prevent erosion and the discharge of sediment from the construction site. Some practices must be in place before construction begins, so please review the entire handbook before starting the project. The handbook can be found at the website below. Please email [anr.wsmdstormwatergeneral@vermont.gov](mailto:anr.wsmdstormwatergeneral@vermont.gov) to request a printing of the handbook if you are unable to do so.

The CGP, copies of pertinent forms, and an electronic version of the Low Risk Site Handbook for Erosion Prevention and Sediment Control are available on the [Stormwater Program](#) website. If you have any questions related to your authorization, please contact the Environmental Analyst in the [Stormwater District](#) where your project is located.

Sincerely,  
Stormwater Management Program

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VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
AUTHORIZATION TO DISCHARGE UNDER  
GENERAL PERMIT 3-9020

A determination has been made that the applicant(s) (here in after "permittee"):

Vermont Agency of Transportation  
219 North Main Street  
Barre, VT 05641

meets the criteria necessary for inclusion under General Permit 3-9020 for low risk construction activities. Subject to the conditions and eligibility provisions of General Permit 3-9020, the permittee is authorized to discharge stormwater to Lower Lamoille River and Mallet's Bay Watershed from the following construction activities: Reconfiguration of an existing intersection, removal of the concrete base under US Route 7, the construction of two new roadways, full depth reconstruction, traffic signals, lighting, landscaping, and other highway related work. The project is located at US Route 7 in Milton, Vermont.

1. **Effective Date and Expiration Date of this Authorization:** This authorization to discharge shall become effective on October 03, 2024 and shall continue until October 02, 2029. The permittee shall reapply for coverage at least 60 days prior to expiration if the project has not achieved final stabilization or if construction activities are expected after the date of expiration.
  
2. **Compliance with General Permit 3-9020 and this Authorization:** The permittee shall comply with this authorization and all the terms, conditions, and eligibility provisions of General Permit 3-9020. The completed Notice of Intent (NOI) and Appendix A completed for this project are incorporated by reference into this authorization and are included in the terms of this authorization. These terms include:
  - Implementation and maintenance of erosion prevention and sediment control practices required by the Low Risk Site Handbook for Erosion Prevention and Sediment Control.
  - All areas of disturbance must have temporary or final stabilization within 14 days of the initial disturbance. After this time, disturbed areas must be temporarily or permanently stabilized in advance of any runoff producing event. A runoff producing event is an event that produces runoff from the construction site. The following exception to the above stabilization requirements apply:
    - Temporary stabilization is not required if work is occurring in a self-contained excavation (i.e. no outlet) with a depth of 2 feet or greater (e.g. house foundation excavation, utility trenches). Areas of a construction site that drain to sediment basins are not considered eligible for this exemption and the exemption applies only to the excavated area itself.
  - The total authorized disturbance is 8.23 acre(s).
  - No more than 5 acres of land may be disturbed at any one time.
  - No disturbance shall occur within 50 feet (horizontal) upslope of any stream or river, wetland, lake, or pond.
  - All stormwater discharges from the construction site to any receiving water shall first filter through a 50-ft. vegetated buffer.
  - Inspections shall be conducted at least once every (7) calendar days and daily during the winter construction period (October 15 through April 15), for all areas that have been disturbed and are not yet finally stabilized. In addition:
    - If visibly discolored stormwater runs off the construction site or discharges to waters of the State, the permittee shall take immediate corrective action to inspect and maintain existing best management practices (BMPs), and to install supplemental BMPs necessary to minimize and prevent the discharge.
  - If, after completing corrective action, there continues to be a discharge of discolored stormwater from the construction site to waters of the State, the permittee shall notify DEC by submitting a Discharge Report within 24 hours of discovering the discharge.

3. **Transferability and Addition of Co-Permittee:** This authorization to discharge is not transferable to any person, nor may any person be added as a permittee, except in compliance with General Permit 3-9020 including submission of a complete Notice of Transfer or Notice of Addition of Co-Permittee.
4. Following receipt of authorization under General Permit 3-9020, additional Owner(s) and Operator(s) not identified on the Notice of Intent at the time of application shall be added as a co-permittee by filing a Notice of Addition of Co-Permittee with the Secretary. The co-permittee shall be subject to all terms and conditions of the permittee's authorization and Construction General Permit 3-9020.
5. **Right to Appeal:**

(A) Pursuant to 10 V.S.A. Chapter 220, any appeal of this permit, except for appeal of a renewable energy plant as described in (B), must be filed with the clerk of the Environmental Division of the Superior Court within 30 days of the date of the decision. The notice of appeal must specify the parties taking the appeal and the statutory provision under which each party claims party status; must designate the act or decision appealed from; must name the Environmental Division; and must be signed by the appellant or the appellant's attorney. In addition, the appeal must give the address or location and description of the property, project, or facility with which the appeal is concerned and the name of the applicant or any permit involved in the appeal. The appellant must also serve a copy of the notice of appeal in accordance with Rule 5(b)(4)(B) of the Vermont Rules for Environmental Court Proceedings. For further information, see the Vermont Rules for Environmental Court Proceedings.

(B) If this permit relates to a renewable energy plant for which a certificate of public good is required under 30 V.S.A. § 248, any appeal of this decision must be filed with the Vermont Public Utility Commission pursuant to 10 V.S.A. § 8506. This section does not apply to a facility that is subject to 10 V.S.A. § 1004 (dams before the Federal Energy Regulatory Commission), 10 V.S.A. § 1006 (certification of hydroelectric projects), or 10 V.S.A. Chapter 43 (dams). Any appeal under this section must be filed with the clerk of the Public Utility Commission within 30 days of the date of this decision; the appellant must file with the clerk an original and six copies of its appeal. The appellant shall provide notice of the filing of an appeal in accordance with 10 V.S.A. § 8504(c)(2) and shall also serve a copy of the notice of appeal on the Vermont Public Service Department. For further information, see the Rules and General Orders of the Public Utility Commission.

Dated October 03, 2024

Julia S. Moore, Secretary  
Agency of Natural Resources

By:



Kevin Burke, Program Manager  
Stormwater Management Program

**Notice of Authorization**  
Under Vermont Construction General Permit 3-9020  
For Low Risk Construction Activity

**Permittee Directions for Posting:**

This notice shall be placed near the construction entrance at a location visible to the public. If displaying near the main entrance is infeasible, the notice shall be posted in a local public building such as the municipal office or public library. For linear projects, the notice shall be posted at a publicly accessible location near the active part of the construction project (e.g., where a pipeline project crosses a public road) or, in the event posting in a publicly accessible location near the active part of the project is infeasible, the permittee shall post in a local public building such as the municipal office or public library.

<b>Project Name:</b>	MiltonSTP5800(3)
<b>Permittee Name(s):</b>	Vermont Agency of Transportation
<b>NOI Number:</b>	9653-9020.1
<b>Date of Authorization:</b>	October 03, 2024
<b>Date of Expiration:</b>	October 02, 2029

**The project listed above has received authorization under General Permit 3-9020 to discharge stormwater from the following construction activities:**

Reconfiguration of an existing intersection, removal of the concrete base under US Route 7, the construction of two new roadways, full depth reconstruction, traffic signals, lighting, landscaping, and other highway related work.

**This authorization includes the following requirements:**

- Implementation and maintenance of erosion prevention and sediment control practices required by the Low Risk Site Handbook for Erosion Prevention and Sediment Control.
- All areas of disturbance must have temporary or final stabilization within 14 days of the initial disturbance. After this time, disturbed areas must be temporarily or permanently stabilized in advance of any runoff producing event. A runoff producing event is an event that produces runoff from the construction site. The following exception to the above stabilization requirements apply:
  - Temporary stabilization is not required if the work is occurring in a self-contained excavation (i.e. no outlet) with a depth of two feet or greater (e.g. house foundation excavation, utility trenches). Areas of a construction site that drain to sediment basins are not considered eligible for this exemption and the exemption applies only to the excavated area itself.
- The total authorized disturbance is 8.23 acre(s).
- No more than 5 acres of land may be disturbed at any one time.
- No disturbance shall occur within 50 feet (horizontal) upslope of any stream, river, wetland, lake, or pond.
- All stormwater discharges from the construction site to any receiving water shall first filter through a 50-ft. vegetated buffer.
- Inspections shall be conducted at least once every (7) calendar days and daily during the winter construction period (October 15 through April 15), for all areas that have been disturbed and are not yet finally stabilized. In addition:
  - If visibly discolored stormwater runs off the construction site or discharges to waters of the State, the permittee shall take immediate corrective action to inspect and maintain existing best management practices (BMPs), and to install supplemental BMPs necessary to minimize and prevent the discharge.
- If, after completing corrective action, there continues to be a discharge of sediment from the construction site to waters of the State, the permittee shall notify DEC by submitting a Discharge Report within 24 hours of discovering the discharge.
- The permittee shall comply with all inspection, maintenance, corrective action, record keeping, and reporting requirements, and all other terms, conditions, and eligibility provisions, including those conditions related to project changes, as set forth in General Permit 3-9020 and this authorization.
- Following receipt of authorization under General Permit 3-9020, additional Owner(s) and Operator(s) not identified on the Notice of Intent at the time of application shall be added as a co-permittee by filing a Notice of Addition of Co-Permittee with the Secretary. The co-permittee shall be subject to all terms and conditions of the permittee's authorization and General Permit 3-9020.

To request information on this authorization, or to report compliance concerns, please contact:

**Vermont Department of Environmental Conservation**  
Watershed Management Division  
1 National Life Drive, Davis 3  
Montpelier, VT 05620

VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
AUTHORIZATION TO DISCHARGE UNDER  
GENERAL PERMIT 3-9050

A determination has been made that the applicant(s):

Town of Milton  
43 Bombardier Road  
Milton, VT 05468

Impervious Area: 1.37 acres

meets the criteria necessary for inclusion under General Permit 3-9050. Hereinafter, the named applicant shall be referred to as the permittee. Subject to the conditions of General Permit No. 3-9050, the permittee is authorized to discharge stormwater as described herein. This permit amends and replaces permit 9653-9050.1.

*Project Name:* US Route 7 Milton STP 5800(3)

*Project Location:* Railroad Street, Middle Road, River Street in Milton, Vermont

*Receiving Waters:* Mallets Bay Drainage Watershed to Lake Champlain

*Replacing Permit #(s):* 9653-9050.1

*Manner of Discharge:* S/N 003: A general discharge point that is located at the southeast site limit along Whisper Lane. This area mostly follows existing drainage patterns by traveling via "country drainage" (sheet flow) off the roadway to Mallets Bay Watershed and eventually to Lake Champlain. A portion of the area sheet flows off the roadway to the infiltration trench along the back edge of the sidewalk on the west side of the proposed Whisper Lane extension and the proposed sidewalk on the north side of Middle Road/Railroad Street that infiltrates into the ground.

S/N 004: A general discharge point that is located at the southern site limit along Middle Road. This area mostly follows existing drainage patterns by traveling via "country drainage" (sheet flow) off the roadway to Mallets Bay Watershed and eventually to Lake Champlain. A portion of the area sheet flows off the roadway to the infiltration trench along the back edge of the sidewalk on the north side of Keelty Crossing and west side of Middle Road/Railroad Street that infiltrates into the ground.

*Design:* This project shall be constructed and operated in accordance with the site plans and details designed by Green International Affiliates, Inc.:

Sheet 1, "Title Sheet," dated 12/21/2023, last revised 08/2/2024;  
Sheet 2, "Permit Index of Sheets," dated 09/16/2022, last revised 08/2/2024;  
Sheet 3, "Conventional Symbolology Legend Sheet," dated 09/16/2022, last revised 08/2/2024;  
Sheets 4-7, "Typical Sections Sheets," dated 09/16/2022, last revised 08/2/2024;  
Sheets 8, "Typical Details Sheets," dated 09/16/2022, last revised 08/2/2024;  
Sheets 9, "Typical Details Sheets," dated 12/21/2023, last revised 08/2/2024;  
Sheets 10-18, "Profile Sheets," dated 09/16/2022, last revised 08/2/2024;  
Sheets 19-26, "Plan Sheets," dated 09/16/2022, last revised 08/2/2024;  
Sheets 27-34, "Landscaping Plans Sheets," dated 09/16/2022, last revised 08/2/2024;  
Sheets 35-39, "Grading Plan Sheets," dated 09/16/2022, last revised 08/2/2024;  
Sheets 40-47, "EPSC Existing Conditions Plan Sheets," dated 09/16/2022, last revised 08/2/2024;  
Sheets 48-55, "EPSC Final Conditions Plan Sheets," dated 09/16/2022, last revised 08/2/2024;  
Sheets 56-76, "Cross Section Sheets," dated 09/16/2022, last revised 08/2/2024;

Sheet 77, "Shade Plan Sheet," dated 09/16/2022, last revised 08/02/2024;  
Sheet 78, "State Maintenance Plan," dated 12/21/2023, last revised 08/02/2024;  
Sheet 79, "Town Maintenance Plan," dated 01/21/2023, last revised 08/02/2024; and all supporting information.

By reference, the above noted plans are made part of this authorization.

#### Compliance with General Permit 3-9050 and this Authorization

The permittee shall comply with this authorization and all the terms and conditions of General Permit 3-9050, including the payment of annual operating fees to the Department. A billing statement for such fees will be sent to the permittee each year. An invoice for the first year's operating fee will be sent separately. Any permit non-compliance, including a failure to pay the annual operating fee, constitutes a violation of 10 V.S.A. Chapter 47 and may be grounds for an enforcement action or revocation of this authorization to discharge.

#### Construction of the Stormwater Management System:

The stormwater management system as described in the approved design above shall be installed prior to the discharge of stormwater from any new or redeveloped impervious surface covered by this authorization. Where stormwater from existing impervious surface is being treated pursuant to "Site Balancing", per the approved design, the stormwater system treating such areas shall be installed prior to the discharge of stormwater from new or redeveloped impervious surface.

For any existing impervious surface covered by this authorization, except for existing impervious surfaces used for Site Balancing, as noted above, the stormwater management system as described in the approved design above shall be installed no later than 10/13/2029.

#### Annual Inspection and Report

The stormwater management system shall be properly operated. The permittee shall submit an annual inspection report on the operation, maintenance and condition of the stormwater management system. The inspection report shall be submitted regardless of whether the project has been constructed. The inspection shall be conducted between the conclusion of spring snow melt and June 15th of each year and the inspection report shall be submitted to the Secretary by July 15th of each year, or by July 30th if performed by a utility or municipality pursuant to a duly adopted stormwater management ordinance. The inspection report shall note all problem areas and all measures taken to correct any problems and to prevent future problems. The online submittal system, ANR Online, can be accessed at <https://anronline.vermont.gov>.

#### Initial Statement of Compliance

An initial statement of compliance, signed by a designer, must be submitted to the Stormwater Management Program no later than 30 days following completion of construction of the stormwater management system. Forms for completing this requirement are available on the Stormwater Management Program's website. The online submittal system, ANR Online, can be accessed at <https://anronline.vermont.gov>.

#### Transferability

This authorization to discharge is not transferable to any person except in compliance with Part 8.4 of General Permit 3-9050. A copy of General Permit 3-9050 is available from the Department via the internet at [https://dec.vermont.gov/sites/dec/files/wsm/stormwater/docs/2020\\_09\\_01%20Final%20GP%203-9050.pdf](https://dec.vermont.gov/sites/dec/files/wsm/stormwater/docs/2020_09_01%20Final%20GP%203-9050.pdf)

#### Changes to Permitted Development

In accordance with Part 8.6. of General Permit 3-9050, the permittee shall notify the Department of any planned development or facility expansions or changes that may result in new or increased stormwater discharges. The Department shall determine the appropriateness of continued inclusion under General Permit 3-9050 by the modified development or facility.

#### Recording in Land Records

The permittee shall record in the local land records, within 30 days of issuance of this authorization, a one-page notice of permit coverage. A one-page notice form may be obtained from the Secretary. A copy of the recording shall be provided to the Secretary within 14 days of the permittee's receipt of a copy of the recording from the local land records. Permits for public linear transportation projects shall be exempt from this requirement provided the permit is retained by the permittee in the official project file.

Right to Appeal

(A) Pursuant to 10 V.S.A. Chapter 220, any appeal of this permit, except for appeal of a renewable energy plant as described in (B), must be filed with the clerk of the Environmental Division of the Superior Court within 30 days of the date of the decision. The notice of appeal must specify the parties taking the appeal and the statutory provision under which each party claims party status; must designate the act or decision appealed from; must name the Environmental Division; and must be signed by the appellant or the appellant's attorney. In addition, the appeal must give the address or location and description of the property, project, or facility with which the appeal is concerned and the name of the applicant or any permit involved in the appeal. The appellant must also serve a copy of the notice of appeal in accordance with Rule 5(b)(4)(B) of the Vermont Rules for Environmental Court Proceedings. For further information, see the Vermont Rules for Environmental Court Proceedings.

(B) If this permit relates to a renewable energy plant for which a certificate of public good is required under 30 V.S.A. § 248, any appeal of this decision must be filed with the Vermont Public Utility Commission pursuant to 10 V.S.A. § 8506. This section does not apply to a facility that is subject to 10 V.S.A. § 1004 (dams before the Federal Energy Regulatory Commission), 10 V.S.A. § 1006 (certification of hydroelectric projects), or 10 V.S.A. Chapter 43 (dams). Any appeal under this section must be filed with the clerk of the Public Utility Commission within 30 days of the date of this decision; the appellant must file with the clerk an original and six copies of its appeal. The appellant shall provide notice of the filing of an appeal in accordance with 10 V.S.A. § 8504(c)(2) and shall also serve a copy of the notice of appeal on the Vermont Public Service Department. For further information, see the Rules and General Orders of the Public Utility Commission.

Effective Date and Expiration Date of this Authorization

This authorization to discharge shall become effective on October 14, 2024 and shall expire on October 13, 2029. The permittee shall reapply for coverage prior to the expiration of this authorization.

Dated October 14, 2024.

Julia S. Moore, Secretary  
Agency of Natural Resources

By:



Kevin Burke, Program Manager  
Stormwater Management Program

VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
AUTHORIZATION TO DISCHARGE UNDER  
GENERAL PERMIT 3-9050

A determination has been made that the applicant(s):

Vermont Agency of Transportation  
Dill Building 2178 Airport Road  
Barre, VT 05641

Impervious Area: 2.22 acres

meets the criteria necessary for inclusion under General Permit 3-9050. Hereinafter, the named applicant shall be referred to as the permittee. Subject to the conditions of General Permit No. 3-9050, the permittee is authorized to discharge stormwater as described herein. This permit amends and replaces permit 9653-9050.

*Project Name:* US Route 7, Milton STP 5800(3)

*Project Location:* US Route 7 between Railroad Street and River Street in Milton, Vermont

*Receiving Waters:* Unnamed tributary to the Lamoille River

*Replacing Permit #(s):* 9653-9050

*Manner of Discharge:* S/N 001: A general discharge point that is located at the southwest limit of the site along US Route 7. This area mostly follows existing drainage patterns by traveling via "country drainage" (sheet flow) off the roadway and eventually to an unnamed tributary to the Lamoille River beyond the site limits. A portion of the area sheet flows off the roadway to the infiltration trench along the back edge of the sidewalk on the east side of US Route 7 that infiltrates into the ground.

S/N 002: A general discharge point is located at the northwest limit of the site on US Route 7. This drainage area follows existing drainage patterns. There is no closed drainage system. This area travels via "country drainage" (sheet flow) off the roadway and eventually to an unnamed tributary to the Lamoille River beyond the site limits.

*Design:* This project shall be constructed and operated in accordance with the site plans and details designed by Green International Affiliates, Inc.:

Sheet 1, "Title Sheet," dated 12/21/2023, last revised 08/2/2024;  
Sheet 2, "Permit Index of Sheets," dated 09/16/2022, last revised 08/2/2024;  
Sheet 3, "Conventional Symbology Legend Sheet," dated 09/16/2022, last revised 08/2/2024;  
Sheets 4-7, "Typical Sections Sheets," dated 09/16/2022, last revised 08/2/2024;  
Sheets 8, "Typical Details Sheets," dated 09/16/2022, last revised 08/2/2024;  
Sheets 9, "Typical Details Sheets," dated 12/21/2023, last revised 08/2/2024;  
Sheets 10-18, "Profile Sheets," dated 09/16/2022, last revised 08/2/2024;  
Sheets 19-26, "Plan Sheets," dated 09/16/2022, last revised 08/2/2024;  
Sheets 27-34, "Landscaping Plans Sheets," dated 09/16/2022, last revised 08/2/2024;  
Sheets 35-39, "Grading Plan Sheets," dated 09/16/2022, last revised 08/2/2024;  
Sheets 40-47, "EPSC Existing Conditions Plan Sheets," dated 09/16/2022, last revised 08/2/2024;  
Sheets 48-55, "EPSC Final Conditions Plan Sheets," dated 09/16/2022, last revised 08/2/2024;  
Sheets 56-76, "Cross Section Sheets," dated 09/16/2022, last revised 08/2/2024;  
Sheet 77, "Shade Plan Sheet," dated 09/16/2022, last revised 08/02/2024;  
Sheet 78, "State Maintenance Plan," dated 12/21/2023, last revised 08/02/2024;  
Sheet 79, "Town Maintenance Plan," dated 012/21/2023, last revised 08/02/2024; and all supporting information.

By reference, the above noted plans are made part of this authorization.

Compliance with General Permit 3-9050 and this Authorization

The permittee shall comply with this authorization and all the terms and conditions of General Permit 3-9050, including the payment of annual operating fees to the Department. A billing statement for such fees will be sent to the permittee each year. An invoice for the first year's operating fee will be sent separately. Any permit non-compliance, including a failure to pay the annual operating fee, constitutes a violation of 10 V.S.A. Chapter 47 and may be grounds for an enforcement action or revocation of this authorization to discharge.

Construction of the Stormwater Management System:

The stormwater management system as described in the approved design above shall be installed prior to the discharge of stormwater from any new or redeveloped impervious surface covered by this authorization. Where stormwater from existing impervious surface is being treated pursuant to "Site Balancing", per the approved design, the stormwater system treating such areas shall be installed prior to the discharge of stormwater from new or redeveloped impervious surface.

For any existing impervious surface covered by this authorization, except for existing impervious surfaces used for Site Balancing, as noted above, the stormwater management system as described in the approved design above shall be installed no later than 10/13/2029.

Annual Inspection and Report

The stormwater management system shall be properly operated. The permittee shall submit an annual inspection report on the operation, maintenance and condition of the stormwater management system. The inspection report shall be submitted regardless of whether the project has been constructed. The inspection shall be conducted between the conclusion of spring snow melt and June 15th of each year and the inspection report shall be submitted to the Secretary by July 15th of each year, or by July 30th if performed by a utility or municipality pursuant to a duly adopted stormwater management ordinance. The inspection report shall note all problem areas and all measures taken to correct any problems and to prevent future problems. The online submittal system, ANR Online, can be accessed at <https://anronline.vermont.gov>.

Initial Statement of Compliance

An initial statement of compliance, signed by a designer, must be submitted to the Stormwater Management Program no later than 30 days following completion of construction of the stormwater management system. Forms for completing this requirement are available on the Stormwater Management Program's website. The online submittal system, ANR Online, can be accessed at <https://anronline.vermont.gov>.

Transferability

This authorization to discharge is not transferable to any person except in compliance with Part 8.4 of General Permit 3-9050. A copy of General Permit 3-9050 is available from the Department via the internet at [https://dec.vermont.gov/sites/dec/files/wsm/stormwater/docs/2020\\_09\\_01%20Final%20GP%203-9050.pdf](https://dec.vermont.gov/sites/dec/files/wsm/stormwater/docs/2020_09_01%20Final%20GP%203-9050.pdf)

Changes to Permitted Development

In accordance with Part 8.6. of General Permit 3-9050, the permittee shall notify the Department of any planned development or facility expansions or changes that may result in new or increased stormwater discharges. The Department shall determine the appropriateness of continued inclusion under General Permit 3-9050 by the modified development or facility.

Recording in Land Records

The permittee shall record in the local land records, within 30 days of issuance of this authorization, a one-page notice of permit coverage. A one-page notice form may be obtained from the Secretary. A copy of the recording shall be provided to the Secretary within 14 days of the permittee's receipt of a copy of the recording from the local land records. Permits for public linear transportation projects shall be exempt from this requirement provided the permit is retained by the permittee in the official project file.

Right to Appeal

(A) Pursuant to 10 V.S.A. Chapter 220, any appeal of this permit, except for appeal of a renewable energy plant as described in (B), must be filed with the clerk of the Environmental Division of the Superior Court within 30 days of the date of the decision. The notice of appeal must specify the parties taking the appeal and the statutory provision under which each party claims party status; must designate the act or decision appealed from; must name the Environmental Division; and must be signed by the appellant or the appellant's attorney. In addition, the appeal must give the address or location and description of the property, project, or facility with which the appeal is concerned and the name of the applicant or any permit involved in the appeal. The appellant must also serve a copy of the notice of appeal in accordance with Rule 5(b)(4)(B) of the Vermont

Rules for Environmental Court Proceedings. For further information, see the Vermont Rules for Environmental Court Proceedings.

(B) If this permit relates to a renewable energy plant for which a certificate of public good is required under 30 V.S.A. § 248, any appeal of this decision must be filed with the Vermont Public Utility Commission pursuant to 10 V.S.A. § 8506. This section does not apply to a facility that is subject to 10 V.S.A. § 1004 (dams before the Federal Energy Regulatory Commission), 10 V.S.A. § 1006 (certification of hydroelectric projects), or 10 V.S.A. Chapter 43 (dams). Any appeal under this section must be filed with the clerk of the Public Utility Commission within 30 days of the date of this decision; the appellant must file with the clerk an original and six copies of its appeal. The appellant shall provide notice of the filing of an appeal in accordance with 10 V.S.A. § 8504(c)(2) and shall also serve a copy of the notice of appeal on the Vermont Public Service Department. For further information, see the Rules and General Orders of the Public Utility Commission.

Effective Date and Expiration Date of this Authorization

This authorization to discharge shall become effective on October 14, 2024 and shall expire on October 13, 2029. The permittee shall reapply for coverage prior to the expiration of this authorization.

Dated October 14, 2024.

Julia S. Moore, Secretary  
Agency of Natural Resources

By:



Kevin Burke, Program Manager  
Stormwater Management Program



# LAND USE PERMIT AMENDMENT

State of Vermont  
Land Use Review Board  
District 4 Environmental Commission  
111 West Street  
Essex Junction, VT 05452  
<https://act250.vermont.gov/>

Milton Shopping Center, LLC  
P.O. Box 6  
Burlington, VT 05402

**PERMIT NUMBER:**  
**4C0069-7C,4C0680-7E**

**LAW/REGULATIONS INVOLVED:**  
10 V.S.A. §§ 6000 – 6111 (Act 250)

The District 4 Environmental Commission hereby issues Land Use Permit amendment 4C0069-7C,4C0680-7E, pursuant to the authority vested in it by 10 V.S.A. §§ 6001-6111. This permit amendment applies to the lands identified in Book 204, Page 33 of the land records of the Town of Milton, Vermont as the subject of a deed to Milton Shopping Center, LLC.

**This permit specifically authorizes modification of the existing Milton Shopping Center parking lot to accommodate a relocation of the drive access at US Route 7 in coordination with VTrans Project STP 5800(3), which involves relocating the adjacent signalized intersection within the US Route 7 right-of-way. The proposed work within the shopping center parcel includes the relocation of the access within property limits, reversing flow of traffic down two lanes of the parking lot, adjusting existing vegetated islands, adding new pavement markings, removing some existing traffic signs, and adding new traffic signs ("stop" signs, "do not enter" signs, and "do not block intersection" signs). The project is located at 193-207 US Route 7 in Milton, Vermont.**

Jurisdiction attaches because the Project constitutes a material change to a permitted development or subdivision and thus requires a permit amendment pursuant to Act 250 Rule 34.

1. The Permittee and its assigns and successors in interest are obligated by this permit to complete, operate, and maintain the project as approved by the District Commission (the "Commission") in accordance with the following conditions.
2. The project shall be completed, operated, and maintained in accordance with: (a) the conditions of this permit, and (b) the permit application, plans, and exhibits on file with the Commission and other material representations. In the event of any conflict, the terms, and conditions of this permit shall supersede the approved plans and exhibits.

The approved plans are:

Sheet C1-00 - "Overall Existing Conditions," dated 12/10/24 (Exhibit 003);

Sheet C1-01 - "Existing Conditions Plan," dated 12/10/24 (Exhibit 004);

Sheet C2-01 - "Site Layout Plan," dated 12/10/24 (Exhibit 005);

Sheet C8-01 - "Details," dated 12/10/24 (Exhibit 006);

"VTrans Final Plans (9)," dated 10/28/24 (Exhibit 008); and

Sheet LA-100 - "Site Plan," dated 3/20/11, last revision 9/12/14 (Exhibit 010).

3. All conditions of Land Use Permit 4C0069 and amendments, and Land Use Permit 4C0680 and amendments are in full force and effect except as further amended herein.
4. Representatives of the State of Vermont shall have access to the property covered by this permit, at reasonable times, for the purpose of ascertaining compliance with Vermont environmental and health statutes and regulations and with this permit.
5. A copy of this permit and plans shall be on the site at all times throughout the construction process.
6. No change shall be made to the design, operation, or use of this project without a permit amendment issued by the Commission or a jurisdictional opinion from the District Coordinator that a permit amendment is not required.
7. Pursuant to 10 V.S.A. § 8005(c), the Commission or the Land Use Review Board may at any time require that the permit holder file an affidavit certifying that the project is in compliance with the terms of this permit.
8. The conditions of this permit and the land uses permitted herein shall run with the land and are binding upon and enforceable against the Permittee and its successors and assigns.
9. The Permittee shall apply and maintain water and/or other agents approved by the Watershed Management Division in the Project's Erosion Prevention and Control Plan on all roadways or disturbed areas within the project during construction and until pavement and/or vegetation is fully established to control dust.
10. At a minimum, the Permittee shall comply with the Vermont Department of Environmental Conservation's *Low Risk Site Handbook for Erosion Prevention and Sediment Control* (February 2020).
11. The Permittee shall comply with Exhibits 005 and 006 (Site Plan; and Details) for erosion prevention and sediment control. The Permittee shall prevent the transport of any sediment beyond that area necessary for construction approved herein. All erosion prevention and sediment control devices shall be periodically cleaned, replaced, and maintained until vegetation is permanently established on all slopes and disturbed areas.
12. In addition to conformance with all erosion prevention and sediment control conditions, the Permittee shall not cause, permit, or allow the discharge of waste material into any surface waters. Compliance with the requirements of this condition does not absolve the Permittee from compliance with 10 V.S.A. (§§ 1250-1284) Chapter 47, Vermont's Water Pollution Control Law.
13. Any extracted stumps shall be disposed of on-site above the seasonal high water table and not in any wetland, or at a state-certified stump and inert waste disposal facility, so as to prevent groundwater pollution.
14. The Permittee and all assigns and successors in interest shall continually maintain the landscaping as approved in Exhibits 005 and 006 (Site Plan; and Details) by replacing any dead or diseased plantings within the season or as soon as possible after the ground thaws, whichever is sooner.
15. Prior to any site work, the Permittee shall install and maintain temporary fencing around trees to be retained as depicted on Exhibit 005 (Site Plan).

16. The installation of exterior light fixtures is limited to those approved in Exhibit 005 (Site Plan). All exterior lighting shall be installed or shielded in such a manner as to conceal light sources and reflector surfaces from view beyond the perimeter of the area to be illuminated.
17. The installation of exterior signage is limited to those approved in Exhibit 005 (Site Plan). The Permittee shall not erect additional exterior signage without prior written approval from the District Coordinator or the Commission, whichever is appropriate under the Act 250 Rules. Signage includes banners, flags, and other advertising displays, excepting temporary real estate marketing signs and temporary Grand Opening signs.
18. The Permittee shall provide each prospective purchaser of any interest in this Project a copy of the Land Use Permit amendment before any written contract of sale is entered into.
19. Pursuant to 10 V.S.A. § 6090(b)(1), this permit amendment is hereby issued for an indefinite term, as long as there is compliance with the conditions herein. Notwithstanding any other provision herein, this permit shall expire three years from the date of issuance if the Permittee has not commenced construction and made substantial progress toward completion within the three-year period in accordance with 10 V.S.A. § 6091(b).
20. All site work and construction shall be completed in accordance with the approved plans by **October 15, 2028**, unless an extension of this date is approved in writing by the Commission. Such requests to extend must be filed prior to the deadline and approval may be granted without a public hearing.
21. The Permittee shall file a Certificate of Actual Construction Costs, on forms available from the Land Use Review Board, pursuant to 10 V.S.A. § 6083a(g) within one month after construction has been substantially completed. If actual construction costs exceed the original estimate, a supplemental fee based on actual construction costs must be paid at the time of certification in accordance with the fee schedule in effect at the time of application. Upon request, the Permittee shall provide all documents or other information necessary to substantiate the certification. Pursuant to existing law, failure to file the certification or pay any supplemental fee due constitutes grounds for permit revocation. The certificate of actual construction costs and any supplemental fee (by check payable to the "State of Vermont") shall be mailed to: Land Use Review Board, 10 Baldwin Street, Montpelier, VT 05633-3201; Attention: Certification.
22. Failure to comply with any condition herein may be grounds for permit revocation pursuant to 10 V.S.A. sec. 6027(g).

Dated this March 13, 2025.

By /s/Thomas A. Little, Chair  
Thomas A. Little, Chair  
District 4 Commission

Members participating in this decision:  
Parker Riehle  
Chris Callahan

Any party, or person denied party status, may file within 15 days from the date of a decision of the District Commission one and only one motion to alter with respect to the decision, pursuant to Act 250 Rule 31(A). Under Rule 31(A), no party, or person denied party status, may file a motion to alter a District Commission decision concerning or resulting from a motion to alter. Per Rule 31(A)(3), the running of the time for filing a notice of appeal is terminated as to all parties by a timely motion to alter.

Any person aggrieved by an act or decision of a District Commission or District Coordinator, or any party by right, may appeal to the Environmental Division of Vermont Superior Court within 30 days of the act or decision pursuant to 10 V.S.A. § 8504. Such appeals are governed by Rule 5 of the Vermont Rules for Environmental Court Proceedings. The appellant must file a notice of appeal with the clerk of the court and pay any fee required under 32 V.S.A. § 1431.

The appellant must also serve a copy of the Notice of Appeal on the Land Use Review Board and on other parties in accordance with Rule 5(b)(4)(B) of the Vermont Rules for Environmental Court Proceedings. The Land Use Review Board's copy may be sent to [act250.legal@vermont.gov](mailto:act250.legal@vermont.gov) and/or 10 Baldwin Street, Montpelier, VT 05633-3201.

Note, there are certain limitations on the right to appeal, including on interlocutory appeals. See, e.g., 10 V.S.A. § 8504(k), 3 V.S.A. § 815, and Vermont Rule of Appellate Procedure 5. There shall be no appeal from a District Commission decision when the Commission has issued a permit and no hearing was requested or held, or no motion to alter was filed following the issuance of an administrative amendment. 10 V.S.A. § 8504(k)(1). If a District Commission issues a partial decision under 10 V.S.A. § 6086(b), any appeal of that decision must be taken with 30 days of the date of that decision. 10 V.S.A. § 8504(k)(3). For additional information on filing appeals, see the Court's website at: <http://www.vermontjudiciary.org/GTC/environmental/default.aspx> or call (802) 951-1740. The Court's mailing address is Vermont Superior Court, Environmental Division, 32 Cherry Street, 2<sup>nd</sup> Floor, Suite 303, Burlington, VT 05401.

The foregoing statements regarding motions to alter and appeals are intended for informational purposes only. They neither supplant nor augment any rights or obligations provided for by law nor do they constitute a complete statement of the rights or obligations of any person or party.



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

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**To: Nick Van Den Berg, Materials & Certifications Manager, AOT Chief Engineer's Office****From: Ben Tietze, Traffic Design Engineer, Traffic Signal SME  
Derek Lyman, Traffic Signal, and ITS Manager**

Two blue rectangular boxes with rounded corners. The first box contains the handwritten initials "BT" and the second box contains "DL". Above each box is the text "DS".

**Date: March 15, 2024****Subject: Global Public Interest Finding (GPIF) for Cisco Networking Equipment**

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**Reason that a Patented or Proprietary Product or Process is Required:**

A Vermont Agency of Transportation goal for its traffic signal infrastructure is to develop and maintain remote connectivity to each system. This connectivity is critical to Operations staff assigned to troubleshoot and mitigate issues with the field equipment in instances where physical interaction is not required. This decreases time and mileage involved with traveling to physical sites across the state.

**Product or Process Description:**

The Cisco Industrial Ethernet 2000 and 3000 series switches are the state standard for network integration. This standard is promulgated upon VTrans from the Agency of Digital Services. The 2000 Series switches are the current standard. However, Cisco has announced that it is discontinuing this series in July 2024 (prior to the expiration of this Global PIF) and the 3000 series switch will replace it.

**Category A Determination:**

As this network switch is the only switch allowed by the Agency of Digital Services, this Global PIF is determined to meet the requirements of Category A.

**Cost:**

The estimated cost for this product or process is approximately \$1,500 to \$3,200 per assembly depending on the number of ports required at a signalized intersection.

**Effective Period:**

This Global PIF may be used for contracts advertised within five years of the date specified above, **March 15, 2029**. After this time, the products or processes will be re-evaluated by the Agency.

BJT/DLL:mbl A blue rectangular box with rounded corners containing the handwritten initials "mbl". Above the box is the text "DS".

## Vermont Agency of Transportation Global Public Interest Finding Related to Materials Procurement for Multiple Projects

The categories listed below describe the specific conditions under which a patented or proprietary product or process may be authorized. This form contains attachments that document the necessary facts, conditions, and citations to authorize a Global Public Interest Finding for the use of **Cisco IE 2000/3000 Hardened Network Switches** on Agency contracts.

Despite responsible efforts to identify the most competitive material to perform this function, the Agency, through its Subject Matter Experts, has found that the patented or proprietary product or process (check the appropriate box):

- Category A – is the only product or process available that fulfills the required function; or
- Category B – is necessary for synchronization with other adjacent resources or existing facilities; or
- Category C – is being specified for research or experimental evaluation; or
- Category D – has been shown to be cost effective; or
- Category E – is for emergency or temporary use and its use is in the interests of public safety.

These findings have been made in accordance with Agency practices, including documentation of the underlying facts compelling the Public Interest Finding.

Recommended by: DocuSigned by:  
*Benjamin Tietze*  
8EC139F9A0244A0... DocuSigned by:  
*Deek Lyman*  
8F2BB85585044C2... Project Manager or Subject Matter Expert

Approved by: DocuSigned by:  
*Meik VanDenBerg*  
57D4DD3560C24C2... Materials and Certifications Manager

Approved by: DocuSigned by:  
*Erin Sisson*  
D194F679F55643B..., Chief Engineer's Office  
4/19/2024



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**State of Vermont**Agency of Transportation

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**To:** Nick Van Den Berg, Materials & Certifications Manager, AOT Chief Engineer's Office**From:** Michael LaCroix, Traffic Design Project Manager, Street Lighting SME  
Derek Lyman, Traffic Signal and ITS Manager, Street Lighting SME**Date:** September 9, 2024**Subject:** Global Public Interest Finding (GPIF) for Cree Roadway Lighting Products

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**Reason that a Patented or Proprietary Product or Process is Required:**

The Vermont Agency of Transportation wishes to increase design and maintenance efficiencies and increase safety to the traveling public by standardizing the type of street lighting used on our roadways. Currently lighting design requires three different designs for each of the luminaires that could be used on a project and then creating a compromise luminaire placement that best meets the guidelines set forth in the VTrans Lighting Guide (2015). This means that the design is never able to optimize luminaire placement to maximize user safety and is always a compromise that meets acceptable limits. Additionally, our operations group who maintains the state lighting system, uses Cree-branded luminaire heads and drivers for ease of use and cost effectiveness. Traffic Signal Operations, who currently manages the state street lighting network, uses exclusively Cree products, and will replace failed luminaires of other types with Cree products.

**Product or Process Description:**

Cree LEDway and Guideline series lighting is a line of LED street lighting that are in wide use by the Agency in lighting maintenance. They provide a range of products that fit all VTrans intersection lighting designs.

**Category D Determination:**

To increase design efficiency and produce safer roadway lighting designs for all users, Cree LEDway and Guideline products should be installed to meet any intersection lighting requirements. Furthermore, this will increase efficiencies in maintenance of our roadway lighting network, allowing our Traffic Signal Operations group to already know the equipment that is out there. Cree LEDway and Guideline luminaires are also compatible with remote monitoring technology which could be deployed in the future to monitor outages and determine maintenance needs without a crew needing to deploy.

**Cost:**

The estimated cost for this product or process is approximately \$1,000 per assembly.

**Effective Period:**

This Global PIF may be used for contracts advertised within five years of the date specified above, **September 9, 2029**. After this time, the products or processes will be re-evaluated by the Agency.


## Vermont Agency of Transportation Global Public Interest Finding Related to Materials Procurement for Multiple Projects

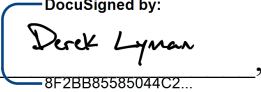
The categories listed below describe the specific conditions under which a patented or proprietary product or process may be authorized. This form contains attachments that document the necessary facts, conditions, and citations to authorize a Global Public Interest Finding for the use of **Cree LEDway and Guideline series and branded street light products** on Agency contracts.

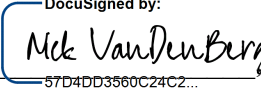
Despite responsible efforts to identify the most competitive material to perform this function, the Agency, through its Subject Matter Experts, has found that the patented or proprietary product or process (check the appropriate box):

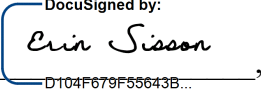
- Category A – is the only product or process available that fulfills the required function; or
- Category B – is necessary for synchronization with other adjacent resources or existing facilities; or
- Category C – is being specified for research or experimental evaluation; or
- Category D – has been shown to be cost effective; or
- Category E – is for emergency or temporary use and its use is in the interests of public safety.

These findings have been made in accordance with Agency practices, including documentation of the underlying facts compelling the Public Interest Finding.

Recommended by: \_\_\_\_\_  DocuSigned by: Michael LaCopp, Project Manager or Subject Matter Expert  
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Recommended by: \_\_\_\_\_  DocuSigned by: Derek Lyman, Subject Matter Expert  
8F2BB85585044C2...

Approved by: \_\_\_\_\_  DocuSigned by: Nick Vandenberg, Materials and Certifications Manager  
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Approved by: \_\_\_\_\_  DocuSigned by: Erin Sisson, Chief Engineer's Office  
D104F679F55643B...




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


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**To:** Nick Van Den Berg, Materials & Certifications Manager, AOT Chief Engineer's Office

**From:** Ben Tietze, Traffic Design Engineer, Traffic Signal SME  
 Derek Lyman, State Signal & ITS Engineer



**Date:** April 16, 2024

**Subject:** Global Public Interest Finding (GPIF) for Econolite Traffic Signal Products
 

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**Reason that a Patented or Proprietary Product or Process is Required:**

In 2017, the Vermont Agency of Transportation procured and installed a centralized Advanced Transportation Management System (ATMS), Econolite Centracs. To utilize all system functionalities to their fullest efficiencies, Econolite and/or EDI (an Econolite re-brand) field products should be installed at all new traffic signal system locations.

**Product or Process Description:**

The Econolite Centracs system is designed and operated such that traffic signals can be interconnected to provide communications between other signal systems but also to Traffic Management Center in Berlin or at the Traffic Signal Operations' remote location, 24 hours a day, 7 days a week. The system can, and continues to be, accessed remotely where operators can monitor and maintain system health, respond to non-physical incidents such as timing and phasing failures, and to make periodic optimization implementations. The system can also collect and report out system information and real-time traffic data, dependent on the type of vehicle detection present at the individual intersections.

**Category B Determination:**

To take advantage of all the functionality of the Centracs system, Econolite-branded field products should be installed at traffic signal locations for the Agency's capital program. These field products include but are not limited to: Econolite NEMA TS2-Type 1 P44 Controller Cabinet, Econolite Cobalt TS2-Type 2 Signal Controller with Connected Vehicle Co-Processor, Econolite BIU-64 Bus Interface Unit, Econolite or EDI MMU2-16LEip Malfunction Management Unit, Econolite PS-200 or EDI PS-250 TS2 Power Supply and any successor products released by Econolite or EDI during the life of this GPIF. Vehicle Detection for traffic signal systems is covered under a separate, active, GPIF. Furthermore, using exclusively Econolite products for future systems will keep them compatible with the remaining existing traffic signal system infrastructure, which will allow for easier and more cost-effective maintenance of the entire system given the small number of staff and limited budget allocated to traffic signal maintenance.

**Cost:**

The estimated cost for this product or process is approximately \$30,000 per assembly.

**Effective Period:**

This Global PIF may be used for contracts advertised within five years of the date specified above, **April 16, 2029**. After this time, the products or processes will be re-evaluated by the Agency.

BJT/DLL:mbl

## Vermont Agency of Transportation Global Public Interest Finding Related to Materials Procurement for Multiple Projects

The categories listed below describe the specific conditions under which a patented or proprietary product or process may be authorized. This form contains attachments that document the necessary facts, conditions, and citations to authorize a Global Public Interest Finding for the use of **Econolite-branded Traffic Signal field products** on Agency contracts.

Despite responsible efforts to identify the most competitive material to perform this function, the Agency, through its Subject Matter Experts, has found that the patented or proprietary product or process (check the appropriate box):

- Category A – is the only product or process available that fulfills the required function; or
- Category B – is necessary for synchronization with other adjacent resources or existing facilities; or
- Category C – is being specified for research or experimental evaluation; or
- Category D – has been shown to be cost effective; or
- Category E – is for emergency or temporary use and its use is in the interests of public safety.

These findings have been made in accordance with Agency practices, including documentation of the underlying facts compelling the Public Interest Finding.

Recommended by: DocuSigned by:  
*Benjamin Tietze*  
8ECT39F9A0244A0... DocuSigned by:  
*Derek Lyman*  
8F2BB85585044C2... Project Manager or Subject Matter Expert

Approved by: DocuSigned by:  
*Mike VanDenBerg*  
57D4DD3560C24C2... Materials and Certifications Manager

Approved by: DocuSigned by:  
*Erin Sisson*  
D104F679F55643B..., Chief Engineer's Office



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

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**To:** Nick Van Den Berg, Materials & Certifications Manager, AOT Chief Engineer's Office

**From:** Michael LaCroix, Traffic Design Project Manager &  
Derek Lyman, Traffic Signal Operations Engineer, Subject Matter Expert 

**Date:** January 12, 2022

**Subject:** Global Public Interest Finding (GPIF) for Miovision TrafficLink Systems

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**Reason that a Patented or Proprietary Product or Process is Required:**

The Vermont Agency of Transportation desires to have remote wireless access to traffic signal systems to monitor signal operations, adjust timings, and receive emergency alerts in the event a traffic signal system becomes non-operational. Additionally, the Agency desires to add automated traffic counting capabilities at its signalized intersections. Installed in 2017, a centralized Advanced Transportation Management System (ATMS), Econolite Centrac, provides these abilities. However, operating Centrac in remote, rural intersections where high-speed internet or fiber optic infrastructure is not available or feasible is difficult. These signalized intersections require system hardware and software that can operate using cellular connectivity to achieve the same goals for the Agency.

**Product or Process Description:**

Miovision TrafficLink is a system that provides a cellular connection device in addition to its traffic operations and performance measurement equipment. This is unique to Miovision TrafficLink as other products require a third-part cellular connection and dedicated modems and routers would be needed. The owner, the Agency in this case, would then need to open new accounts with a wireless network provider to establish the internet connection.

**Category A Determination:**

The Miovision TrafficLink system is an all-in-one package that provides a solution to the Agency's traffic signal requirements without needing ADS staff for installation and configuration. This GPIF covers the Miovision TrafficLink/SmartLink systems, and any successor products released by Miovision during the life of this GPIF. Additional justification for sole sourcing the Miovision products would be for synchronization with the Agency's existing TrafficLink System as well as cost-effectiveness because additional accounts and other services are not required as Miovision products are all-in-one.

**Cost:**

The estimated cost for this product or process is approximately \$7,500 per signalized intersection.

**Effective Period:**

This Global PIF may be used for contracts advertised within five years of the date specified above, **January 12, 2027**. After this time, the products or processes will be re-evaluated by the Agency.

MBL/DLL:mbl

## Vermont Agency of Transportation Global Public Interest Finding Related to Materials Procurement for Multiple Projects

The categories listed below describe the specific conditions under which a patented or proprietary product or process may be authorized. This form contains attachments that document the necessary facts, conditions, and citations to authorize a Global Public Interest Finding for the use of **Miovision** on Agency contracts.

Despite responsible efforts to identify the most competitive material to perform this function, the Agency, through its Subject Matter Experts, has found that the patented or proprietary product or process (check the appropriate box):

- Category A – is the only product or process available that fulfills the required function; or
- Category B – is necessary for synchronization with other adjacent resources or existing facilities; or
- Category C – is being specified for research or experimental evaluation; or
- Category D – has been shown to be cost effective; or
- Category E – is for emergency or temporary use and its use is in the interests of public safety.

These findings have been made in accordance with Agency practices, including documentation of the underlying facts compelling the Public Interest Finding.

Recommended by: DocuSigned by:  
*Michael LaCoy*  
530983C07EF54F2... DocuSigned by:  
*Derek Lyman*  
8F2BB85585044C2... Project Manager and Subject Matter Expert

Approved by: DocuSigned by:  
*McK Vandenberg*  
57D4DD3560C24C2... Materials and Certifications Manager 1/11/2022

Approved by: DocuSigned by:  
*Erin Parigi*  
D104F679F55643B..., Chief Engineer's Office 1/12/2022

**Certificate Of Completion**

Envelope Id: A12DEB5321064DE9ABA1750962649A28  
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 Source Envelope:  
 Document Pages: 2  
 Certificate Pages: 2  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:  
 Michael LaCroix  
 One National Life Drive - Dewey Building  
 Montpelier, VT 05620-2001  
 Michael.LaCroix@vermont.gov  
 IP Address: 73.227.54.116

**Record Tracking**

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 Storage Appliance Status: Connected


Holder: Michael LaCroix  
 Michael.LaCroix@vermont.gov  
 Pool: StateLocal  
 Pool: AOT Agency of Transportation

Location: DocuSign  
 Location: DocuSign

**Signer Events**

Michael LaCroix  
 michael.lacroix@vermont.gov  
 Project Manager  
 Vermont Agency of Transportation  
 Security Level: Email, Account Authentication (None)

**Signature**

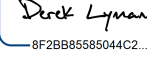
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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign


Derek Lyman  
 Derek.Lyman@vermont.gov  
 Traffic Signal & ITS Manager  
 SOV  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Nick VanDenBerg  
 Nick.VanDenBerg@vermont.gov  
 SOV  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 57D4DD3560C24C2...  
 Signature Adoption: Pre-selected Style  
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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Erin Parizo  
 Erin.Parizo@vermont.gov  
 SOV  
 Signing Group: AOT - Highway Division - Chief Engineer's Office  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 D104F679F55643B...  
 Signature Adoption: Pre-selected Style  
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**Electronic Record and Signature Disclosure:**  
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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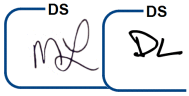
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State of Vermont

Agency of Transportation

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**To:** Mladen Gagulic, Materials & Certifications Manager (Acting),  
AOT Chief Engineer's Office

**From:** Michael LaCroix, Traffic Design Project Manager &  
Derek Lyman, Traffic Signal Operations Engineer, Subject Matter Expert 

**Date:** September 28, 2025

**Subject:** Global Public Interest Finding (GPIF) for Miovision GTT Opticom Pre-emption Systems

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**Reason that a Patented or Proprietary Product or Process is Required:**

The Vermont Agency of Transportation desires to standardize and limit the number of competing emergency pre-emption system sensors and components. Additionally, there is a limited number of branded emergency traffic signal pre-emption systems available commercially in the market.

**Product or Process Description:**

Miovision/GTT Opticom has the ability to interrupt normal traffic signal operations and give traffic control priority to the intersection approach on which an emergency vehicle is entering the intersection from, providing a safer and more efficient throughput of the vehicles responding to a public or private emergency event.

**Category B Determination:**

The Miovision/GTT Opticom emergency signal pre-emption is the pre-emption system used on the majority of signalized intersections and all State-owned traffic signal systems in Vermont. This will ensure synchronization with the other signals and increase the connectivity to EMS organizations also utilizing this branded system.

**Cost:**

The estimated cost for this product or process is approximately \$20,000 per signalized intersection.

**Effective Period:**

This Global PIF may be used for contracts advertised within five years of the date specified above, **September 1, 2030**. After this time, the products or processes will be re-evaluated by the Agency.

## Vermont Agency of Transportation Global Public Interest Finding Related to Materials Procurement for Multiple Projects

The categories listed below describe the specific conditions under which a patented or proprietary product or process may be authorized. This form contains attachments that document the necessary facts, conditions, and citations to authorize a Global Public Interest Finding for the use of **Miovision/GTT pre-emption products** on Agency contracts.

Despite responsible efforts to identify the most competitive material to perform this function, the Agency, through its Subject Matter Experts, has found that the patented or proprietary product or process (check the appropriate box):

- Category A – is the only product or process available that fulfills the required function; or
- Category B – is necessary for synchronization with other adjacent resources or existing facilities; or
- Category C – is being specified for research or experimental evaluation; or
- Category D – has been shown to be cost effective; or
- Category E – is for emergency or temporary use and its use is in the interests of public safety.

These findings have been made in accordance with Agency practices, including documentation of the underlying facts compelling the Public Interest Finding.

Recommended by: DocuSigned by:  
*Michael LaCoy*  
530983C07EF54F2... DocuSigned by:  
*Derek Lyman*  
8F2BB85585044C2..., Project Manager and Subject Matter Expert

Approved by: \_\_\_\_\_ Signed by:  
*Matt Digiovanni*  
9BA9CECFD41A43B..., Materials and Certifications Manager

Approved by: \_\_\_\_\_ DocuSigned by:  
*Jeremy Reed*  
BBE658022DA34B7..., Chief Engineer's Office




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 State of Vermont

 Agency of Transportation
 

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**To:** Nick Van Den Berg, Materials & Certifications Manager, AOT Chief Engineer's Office

**From:** Ben Tietze, Traffic Design Engineer, Traffic Signal SME  
 Derek Lyman, State Signal & ITS Engineer

DS DS  
 BT DL

**Date:** April 16, 2024

**Subject:** Global Public Interest Finding (GPIF) for Wavetronix Products

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**Reason that a Patented or Proprietary Product or Process is Required:**

In 2017, the Vermont Agency of Transportation (VTrans) implemented a Traffic Signal Central Management System (CMS), called Econolite Centracs. This system allows Operations staff to better monitor traffic signal statuses, provides opportunity to make signal system operational modifications and will allow for the collection of high-resolution traffic data. This data can be used for many purposes including timing optimization programs and the deployment of Traffic Responsive plans. In urban areas, this data collection process is primarily charged by the use of advanced vehicle detectors. For rural and/or high-speed approaches, advanced vehicle detectors are used to provide dilemma zone protection at signalized intersections.

**Product or Process Description:**

Currently, there is only one radar product that provides true *continuous* stop bar vehicle detection. The Wavetronix SmartSensor Matrix uses high-definition multi-beam radar technology with a patented radar imaging process that "sees" all vehicles, moving or stopped, covering up to 10 lanes simultaneously in nearly all-weather conditions.

In addition, currently, there is only one product on the commercial market that can provide complete dilemma zone protection in addition to providing high-resolution traffic data collection. The Wavetronix SmartSensor Advance uses high-definition radar detection technology with a patented Dynamic ETA Tracking system to *continuously* monitor the speed, distance from stop bar and estimated time of arrival of individual vehicles approaching a signalized intersection.

These products also provide flexible mounting options, which allows for maximum potential for the best possible detection angles. The SmartSensor Matrix has three mounting options for optimal performance: on either side of a cantilevered mast arm, near side pole and far side pole. Additionally, the SmartSensor Advance can utilize the same three options as the Matrix and can be mounted on luminaire arms as well. These options make these products preferable over all video detectors and other radar products, which require cantilevered mast arm mounting in a forward-fire application for optimal performance. Furthermore, these options also give system designers flexibility, especially at sites where complex roadway geometries exist.

Radar, in general, also has the highest detection accuracy, as it is not affected by time of day (i.e. nighttime, sun glare) or adverse weather conditions (i.e. snow, wind, rain).

**Category A Determination:**

Furthermore, specifying these products also creates other efficiencies for VTrans. There are numerous types of vehicle detection options for signalized intersections. VTrans recognizes the difficulty of managing a plethora of different makes and models of vehicle detection products. Different physical connections and interfaces,

various forms of software and the proprietary nature of the hardware and applicable software and algorithms are reasoning the Agency would like to limit the number of different types of detectors. The Agency's limited traffic signal maintenance staff is made up of five (5) members responsible for over 165+ traffic signals in all corners of the State of Vermont. Restricting the types of detectors focuses maintenance protocols and consolidates vendor interactions for the small group of signal technicians, has the potential of eliminating significant amounts of travel time in emergencies and reduces the need for a large replacement stockpile. The radar sensors also do not have a lens that needs to be cleaned on a periodic basis, which reduces the burden on the maintenance staff.

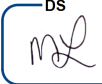
**Cost:**

The estimated total material cost for the Wavetronix SmartSensor Matrix at a typical 4-approach intersection is \$40,000.

The estimated total material cost for the Wavetronix SmartSensor Advance at a typical 2-approach intersection is \$20,000.

**Effective Period:**

This Global PIF may be used for contracts advertised within five years of the date specified above, **April 16, 2029**. After this time, the products or processes will be re-evaluated by the Agency.

BJT/DLL:mbl 

### Vermont Agency of Transportation Global Public Interest Finding Related to Materials Procurement for Multiple Projects

The categories listed below describe the specific conditions under which a patented or proprietary product or process may be authorized. This form contains attachments that document the necessary facts, conditions, and citations to authorize a Global Public Interest Finding for the use of **Wavetronix-branded Vehicle Detection products** on Agency contracts.

Despite responsible efforts to identify the most competitive material to perform this function, the Agency, through its Subject Matter Experts, has found that the patented or proprietary product or process (check the appropriate box):

- Category A – is the only product or process available that fulfills the required function; or
- Category B – is necessary for synchronization with other adjacent resources or existing facilities; or
- Category C – is being specified for research or experimental evaluation; or
- Category D – has been shown to be cost effective; or
- Category E – is for emergency or temporary use and its use is in the interests of public safety.

These findings have been made in accordance with Agency practices, including documentation of the underlying facts compelling the Public Interest Finding.

Recommended by: DocuSigned by:  
*Benjamin Tietze*  
8EC139F9A0244A0... DocuSigned by:  
*Derek Lyman*  
8F2BB85585044C2... Project Manager or Subject Matter Expert

Approved by: DocuSigned by:  
*McK Vandenberg*  
57D4DD3560C24C2... Materials and Certifications Manager

Approved by: DocuSigned by:  
*Erin Sisson*  
D104F679F55643B..., Chief Engineer's Office

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)**

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). 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.

(4) 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 will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, 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 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

**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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* 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.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**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. 2 CFR 180.220 and 1200.220.

**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. 2 CFR 180.320.
- 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. 2 CFR 180.325.
- 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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

\* \* \* \* \*

**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 CFR 180.335;

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

\*\*\*\*\*

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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.

Davis Bacon Wages Chittenden County, Vermont

"General Decision Number: VT20250059 01/03/2025

Superseded General Decision Number: VT20240059

State: Vermont

Construction Type: Highway

County: Chittenden County in Vermont.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.  . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.  . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
 0                              01/03/2025

SUVT2017-020 08/06/2019

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 21.66	3.58
LABORER: Common or General, Includes Asphalt Raker, Shoveler, Spreader and Distributor.....	\$ 17.57 **	2.04
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.76	1.96
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 20.96	5.99
OPERATOR: Broom/Sweeper.....	\$ 18.57	2.47
OPERATOR: Loader.....	\$ 21.50	2.41
OPERATOR: Milling Machine.....	\$ 28.48	13.11
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 21.41	3.55
OPERATOR: Pounder.....	\$ 22.30	5.04
TRAFFIC CONTROL: Flagger.....	\$ 12.66 **	0.00
TRUCK DRIVER, Includes all axles including Dump Trucks.....	\$ 18.88	2.33

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

## Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

## Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

## Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are

based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as

conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION"

## 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) 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 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>

The VTrans overall DBE goal is currently achieved by a combination of contract specific goals and a race/gender neutral policy. Contractors should 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.

**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 [AOT DBE Program Manager](#) for assistance.

**Counting DBE Participation Towards Project Goals.** 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 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 [AOT DBE Program Manager or the AOT Civil Rights Director](#)

**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(f), 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(f), 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.

**ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS****REVISED OCTOBER 1, 2024**

**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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding 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:**

- A.** 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.
- B.** 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.
- C.** 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.
- D.** 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:** During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

**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:** Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:**

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
  - i. take reasonable precautions for its protection;
  - ii. not rent, sell, publish, share, or otherwise appropriate it; and
  - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
  - i. strictly maintain its confidentiality;
  - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
  - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
  - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
  - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
  - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
  - i. industry-standard firewall protection;
  - ii. multi-factor authentication controls;
  - iii. encryption of electronic Confidential State Data while in transit and at rest;
  - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
  - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;

- vi. training to implement the information security measures; and
  - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential 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 United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

**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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset:** The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

**16. Taxes Due to the State:** 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.

**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, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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), as amended by Section 17 of Act No. 142 (2010) and by

Section 6 of Act No. 50 (2011).

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 (“Confidentiality and Protection of State Information”); 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. Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

**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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

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

**24. Vermont Public Records Act:** Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information 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 lockouts) (“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 use the State’s logo or otherwise 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$1,000,000 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.
- 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 \$1,000, 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)

# USDOT Standard Title VI Nondiscrimination Assurances Appendix A, E

## *Assurance Appendix A*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## ***Assurance Appendix E***

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“...*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*

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

1. As used in these specifications:

- a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted.
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- c. "Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

A Minority Group Member is:

...American Indian or Alaskan Native

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

...Black

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

...Asian or Pacific Islander

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

...Hispanic

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

...Cape Verde an

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

...Portuguese

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

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

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in the Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontract participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. the overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7a through p of these specifications. The goals set for the Contractor in the solicitation from which this contract resulted are expressed as percentages in the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minority or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity . The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notifications to the Regional Director when the union or unions, with which the Contractor has a collective bargaining agreement, have not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, Supervisors etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to, and discussing the Contractor's EEO policy with, other Contractors and subcontractors with whom the Contractor anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notifications to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (Paragraph 7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, reflected in the Contractor's minority and female workforce participation , makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any subcontract with any person for firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, terminations and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

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

**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.

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Company	By	Title
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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.

**STATE OF VERMONT  
AGENCY OF TRANSPORTATION  
CERTIFICATE OF COMPLIANCE**

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

**A. NON-COLLUSION:** The undersigned certifies under the penalties of perjury under the laws of the State of Vermont and the United States that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid/proposal.

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

1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency; and
2. Has not within a three-year period preceding this bid/proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
3. Is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2 above; and
4. Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
5. **Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid/proposal, including whom it applies and dates of action. Exceptions will not necessarily result in denial of award but will be considered in determining bidder eligibility and/or responsibility. Providing false information may result in criminal prosecution or administration sanctions.**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction as required by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
4. The undersigned also agrees by submitting its bid/proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

Bidder is required to self-report the following information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees. The Agency of Transportation is requiring information on any incidents that occurred in the previous 12 months. Attach additional pages as necessary. **If not applicable, please enter 'Not Applicable' or 'N/A' below.**

Summary of Detailed Information	Date of Notification	Outcome

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

**Subcontractor Reporting.**

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

B. **Construction Contracts.** The Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor’s subcontractors and by whom those subcontractors are insured for workers’ compensation purposes. 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 Contractor’s compliance.

**This information must be updated as necessary and provided to the State as additional subcontractors are hired. If none, please enter ‘Not Applicable’ or ‘N/A’ below.**

Sub-Contractor	Insured By	Sub-Contractor’s Sub	Insured By

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

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

**Date:** \_\_\_\_\_

**Duly Authorized Signature:** \_\_\_\_\_

**Name and Title of Person Signing:** \_\_\_\_\_  
**(Duly Authorized Signer)**

**Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_  
\_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

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

April 3, 1997  
Sheet 1 of 1

**STATE OF VERMONT  
AGENCY OF TRANSPORTATION  
MONTPELIER**

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

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

ON FEDERAL-AID PROJECTS ONLY.

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

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

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

**STATE OF VERMONT  
AGENCY OF TRANSPORTATION  
MONTPELIER**

COMMODITY INDEX PRICES.

- (a) Price Adjustment, Asphalt. When Item 690.0300 is included in the Contract, asphalt price adjustment will be performed according to the requirements of Section 690 for all asphalt and emulsified asphalt incorporated into the work, including that incorporated under Special Specification pay items.
- (b) Price Adjustment, Fuel. When Item 690.0400 is included in the Contract, fuel price adjustment will be performed according to the requirements of Section 690 for the pay items specified therein, and for any pay items identified in the Special Provisions as being eligible for fuel price adjustment.
- (c) Commodity Index Prices. The Index Prices for asphalt and fuel for this Contract are specified in Table 1.

TABLE 1 – COMMODITY INDEX PRICES FOR THIS CONTRACT

	Asphalt (dollars/ton)	Fuel (dollars/gallon)
Index Price	\$638.00	\$3.94

VERMONT AGENCY OF TRANSPORTATION  
PROPOSAL SCHEDULE OF PAY ITEMS

LETTING DATE: 01/16/2026 11:00 AM

CONTRACT ID: C03250

PROJECT(S): MILTON STP 5800(3)

ITEM NO.	DESCRIPTION	QUANTITY	UNITS
ITEMS COMMON TO ALL ALTERNATES			
201.1000	CLEARING AND GRUBBING, INCLUDING INDIVIDUAL TREES AND STUMPS	1.000	LS
203.1500	COMMON EXCAVATION	13,600.000	CY
203.1600	SOLID ROCK EXCAVATION	1,900.000	CY
203.2800	EXCAVATION OF SURFACES AND PAVEMENTS	306.000	CY
203.3000	EARTH BORROW	275.000	CY
203.3100	SAND BORROW	7.000	CY
204.2000	TRENCH EXCAVATION OF EARTH	1,725.000	CY
204.2100	TRENCH EXCAVATION OF ROCK	175.000	CY
204.2200	TRENCH EXCAVATION OF EARTH, EXPLORATORY (N.A.B.I.)	1.000	CY
204.3000	GRANULAR BACKFILL FOR STRUCTURES	271.000	CY
210.1000	COARSE-MILLING, BITUMINOUS PAVEMENT	4,455.000	SY
301.3500	SUBBASE OF DENSE GRADED CRUSHED STONE	11,500.000	CY
404.1100	TACK COAT, EMULSIFIED ASPHALT	176.000	CWT
406.0210	BITUMINOUS CONCRETE PAVEMENT, TYPE IIS, QA TIER I	5,600.000	TON
406.0420	BITUMINOUS CONCRETE PAVEMENT, TYPE IVS, QA TIER II	1,650.000	TON
406.3400	BITUMINOUS CONCRETE PAVEMENT, NON-PAVER PLACED, TYPE IVS	735.000	SY
406.9100	PAY ADJUSTMENT, BCP, MIXTURE PROPERTIES (N.A.B.I.)	1.000	DL
406.9200	PAY ADJUSTMENT, BCP, MAT DENSITY (N.A.B.I.)	1.000	DL
601.0905	12 INCH CPEP	104.000	LF
604.2000	PRECAST REINFORCED CONCRETE CATCH BASIN WITH CAST IRON GRATE	4.000	EACH
604.2000	PRECAST REINFORCED CONCRETE CATCH BASIN WITH CAST IRON GRATE (DRY WELL)	7.000	EACH
604.4000	CHANGING ELEVATION OF DIS, CATCH BASINS, OR MANHOLES	3.000	EACH
604.4200	CHANGING ELEVATION OF SEWER MANHOLES	5.000	EACH
609.1000	DUST CONTROL WITH WATER	700.000	MGAL
610.2000	GNSS CONSTRUCTION INSPECTION EQUIPMENT	1.000	EACH
610.2500	GNSS CONSTRUCTION INSPECTION SURFACE MODELS	1.000	LS
616.2702	CAST-IN-PLACE CONCRETE CURB, TYPE B	156.000	LF
616.4100	REMOVAL OF EXISTING CURB	150.000	LF
617.1100	REMOVE AND RESET MAILBOX, SINGLE SUPPORT	4.000	EACH
618.1005	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	2,624.000	SY
618.1008	PORTLAND CEMENT CONCRETE SIDEWALK, 8 INCH	540.000	SY
618.3000	DETECTABLE WARNING SURFACE	315.000	SF
619.1700	YIELDING MARKER POSTS	11.000	EACH
620.1004	CHAIN-LINK FENCE, 4 FOOT	360.000	LF
620.2004	BRACING ASSEMBLY FOR CHAIN-LINK FENCE, 4 FOOT	5.000	EACH
620.5500	REMOVAL OF EXISTING FENCE	440.000	LF
621.0100	REMOVAL OF GUARDRAIL	30.000	LF
625.2012	SLEEVES FOR UTILITIES, PVC, 12 INCH	780.000	LF
625.6002	WIRED CONDUIT, 2 INCH	7,399.000	LF
625.6003	WIRED CONDUIT, 3 INCH	244.000	LF
625.7000	POWER DROP STANCHION	2.000	EACH
625.7010	JUNCTION BOX	18.000	EACH
629.1724	DUCTILE IRON WATER PIPE, CEMENT-LINED, ALL-INCLUSIVE, 6 IN.	85.000	LF
629.1748	DUCTILE IRON WATER PIPE, CEMENT-LINED, ALL-INCLUSIVE, 12 IN.	200.000	LF

VERMONT AGENCY OF TRANSPORTATION  
PROPOSAL SCHEDULE OF PAY ITEMS

LETTING DATE: 01/16/2026 11:00 AM

CONTRACT ID: C03250

PROJECT(S): MILTON STP 5800(3)

ITEM NO.	DESCRIPTION	QUANTITY	UNITS
629.2524	GATE VALVE WITH VALVE BOX, ALL-INCLUSIVE, 6 INCH	2.000	EACH
629.2800	ADJUST ELEVATION OF VALVE BOX	10.000	EACH
629.3500	HYDRANT, ALL-INCLUSIVE	4.000	EACH
629.3800	REMOVE HYDRANT	4.000	EACH
629.4300	TRANSFER TO NEW SYSTEM, WATER, ALL-INCLUSIVE	1.000	LS
630.1000	UNIFORMED TRAFFIC OFFICERS	3,982.000	HR
630.1500	FLAGGERS	5,500.000	HR
631.1000	FIELD OFFICE, ENGINEER'S	1.000	LS
631.1600	TESTING EQUIPMENT, CONCRETE	1.000	LS
631.1700	TESTING EQUIPMENT, BITUMINOUS	1.000	LS
631.2600	FIELD OFFICE COMMUNICATIONS (N.A.B.I.)	6,000.000	DL
633.1000	CPM SCHEDULE	19.000	EACH
634.1000	EMPLOYEE TRAINEESHIP	1,040.000	HR
635.1100	MOBILIZATION/DEMOBILIZATION	1.000	LS
641.1100	TRAFFIC CONTROL, ALL-INCLUSIVE	1.000	LS
641.1500	PORTABLE CHANGEABLE MESSAGE SIGN	4.000	EACH
641.2100	TEMPORARY TRAFFIC CONTROL SIGNAL SYSTEM, FIXED	1.000	EACH
641.2200	TEMPORARY TRAFFIC CONTROL SIGNAL SYSTEM, PORTABLE	3.000	EACH
646.4040	DURABLE 4 INCH WHITE LINE, POLYUREA	3,800.000	LF
646.4060	DURABLE 4 INCH WHITE LINE, RECESSED POLYUREA	2,380.000	LF
646.4140	DURABLE 4 INCH YELLOW LINE, POLYUREA	3,360.000	LF
646.4160	DURABLE 4 INCH YELLOW LINE, RECESSED POLYUREA	5,700.000	LF
646.4260	DURABLE 6 INCH WHITE LINE, RECESSED POLYUREA	4,100.000	LF
646.4540	DURABLE 8 INCH YELLOW LINE, POLYUREA	70.000	LF
646.4560	DURABLE 8 INCH YELLOW LINE, RECESSED POLYUREA	480.000	LF
646.4840	DURABLE 24 INCH STOP BAR, POLYUREA	154.000	LF
646.4860	DURABLE 24 INCH STOP BAR, RECESSED POLYUREA	240.000	LF
646.4940	DURABLE LETTER OR SYMBOL, POLYUREA	5.000	EACH
646.4960	DURABLE LETTER OR SYMBOL, RECESSED POLYUREA	50.000	EACH
646.5040	DURABLE CROSSWALK MARKING, POLYUREA	450.000	LF
646.5060	DURABLE CROSSWALK MARKING, RECESSED POLYUREA	260.000	LF
646.6020	TEMPORARY 4 INCH WHITE LINE, PAINT	12,250.000	LF
646.6120	TEMPORARY 4 INCH YELLOW LINE, PAINT	18,000.000	LF
646.6220	TEMPORARY 6 INCH WHITE LINE, PAINT	8,200.000	LF
646.6520	TEMPORARY 8 INCH YELLOW LINE, PAINT	1,100.000	LF
646.6820	TEMPORARY 24 INCH STOP BAR, PAINT	800.000	LF
646.6920	TEMPORARY LETTER OR SYMBOL, PAINT	104.000	EACH
646.7020	TEMPORARY CROSSWALK MARKING, PAINT	1,500.000	LF
646.7600	LINE STRIPING TARGETS	2,160.000	EACH
646.9001	COLORED PAVEMENT MARKINGS, GREEN	3,150.000	SF
649.4100	GEOTEXTILE FOR UNDERDRAIN TRENCH LINING	45.000	SY
651.1500	TURF ESTABLISHMENT, GENERAL SEED	16,000.000	SY
651.1700	TURF ESTABLISHMENT, TEMPORARY SEED	8,360.000	SY
651.3500	TOPSOIL	1,875.000	CY
653.0100	EPSC PLAN	1.000	LS

VERMONT AGENCY OF TRANSPORTATION  
PROPOSAL SCHEDULE OF PAY ITEMS

LETTING DATE: 01/16/2026 11:00 AM

CONTRACT ID:C03250

PROJECT(S):MILTON STP 5800(3)

ITEM NO.	DESCRIPTION	QUANTITY	UNITS
653.0200	MONITORING EPSC PLAN	300.000	HR
653.0300	MAINTENANCE OF EPSC PLAN (N.A.B.I.)	4,000.000	DL
653.1000	HAY MULCH	7.180	TON
653.2502	CHECK DAM, TYPE II	30.000	CY
653.3500	STABILIZED CONSTRUCTION ENTRANCE	310.000	CY
653.4001	INLET PROTECTION DEVICE, TYPE I	8.000	EACH
653.4002	INLET PROTECTION DEVICE, TYPE II	11.000	EACH
653.4701	SILT FENCE, TYPE I	1,950.000	LF
653.5500	PROJECT DEMARCATION FENCE	4,400.000	LF
654.0070	STONE DIAPHRAGM	1,650.000	LF
656.2003	EVERGREEN TREES, LARGE	2.000	EACH
656.3003	DECIDUOUS TREES, LARGE	101.000	EACH
656.6500	LANDSCAPE WATERING	55.000	MGAL
656.8000	LANDSCAPE BACKFILL, TRUCK MEASUREMENT	510.000	CY
656.8500	TREE PROTECTION	1.000	LS
675.2000	TRAFFIC SIGN, FLAT SHEET ALUMINUM	390.000	SF
675.3410	SQUARE TUBE SIGN POST AND ANCHOR	510.000	LF
675.5000	SIGN REMOVAL, FLAT SHEET ALUMINUM	32.000	EACH
675.6000	RESETTING SIGNS	2.000	EACH
678.1000	REMOVAL OF EXISTING TRAFFIC CONTROL SIGNAL SYSTEM	2.000	EACH
678.2005	CABINET ASSEMBLY	3.000	EACH
678.2010	MAST ARM POLE FOUNDATION	8.000	EACH
678.2015	PEDESTAL POST ASSEMBLY	7.000	EACH
678.2020	PEDESTRIAN SIGNAL ASSEMBLY	24.000	EACH
678.2025	TRAFFIC SIGNAL ASSEMBLY	8.000	EACH
678.2030	TRAFFIC SIGNAL HEAD ASSEMBLY	38.000	EACH
678.2040	VEHICLE DETECTION SYSTEM	3.000	EACH
678.2045	PAN-TILT-ZOOM CAMERA	3.000	EACH
678.2050	EMERGENCY VEHICLE PREEMPTION SYSTEM	3.000	EACH
679.2400	REMOVE STREET LIGHT ASSEMBLY	2.000	EACH
679.4600	STREET LIGHT ASSEMBLY	1.000	EACH
679.4600001	ORNAMENTAL STREET LIGHT ASSEMBLY	30.000	EACH
679.4600002	ORNAMENTAL STREET LIGHT FOUNDATION	30.000	EACH
679.4700	BRACKET ARM	8.000	EACH
679.5000	LUMINAIRE	8.000	EACH
679.5400	STREET LIGHTING CONTROL DEVICE	3.000	EACH
681.1010	REMOVE AND RELOCATE LANDSCAPE ITEMS	1.000	EACH
681.1020	REMOVE LANDSCAPE ITEMS	1.000	EACH
690.0300	PRICE ADJUSTMENT, ASPHALT (N.A.B.I.)	1.000	DL
690.0400	PRICE ADJUSTMENT, FUEL (N.A.B.I.)	1.000	DL