Contract Number: C03156
Contract Name: NORTHFIELD-WILLIAMSTOWN STP SURF(76) & RANDOLPH STP SURF(78)

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 October 15, 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 Contract awarding process.

3. NOTICE TO BIDDERS – WORK REQUIREMENTS. The Contractor is hereby notified that no work shall be performed from mile marker (MM) 1.900 to mile marker (MM) 3.350 on VT Route 66 within the Town of Randolph between the hours of 7:15 a.m. to 8:15 a.m. and from 4:15 p.m. to 5:15 p.m.

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: 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.

   The deadline for submitting inquiries related to this Contract is 4:30 p.m. Eastern Time on October 28, 2026. 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.
   FHWA 1273 – Required Contract Provisions for Federal Aid Construction Contracts
   USDOL Davis Bacon Wage Rates by County
   Vermont Agency of Transportation Bidding Requirements and Conditions
   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.

10. NOTICE TO BIDDERS – GENERAL SPECIAL PROVISIONS. The Contractor is hereby notified that the most recent General Special Provisions in effect on the date of advertisement shall apply to this Contract. The General Special Provisions may be found at the following address: https://vtrans.vermont.gov/highway/construct-material/construct-services/pre-contractspecifications/vermont/2024

11. 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.

12. 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 – Northfield-Williamstown STP SURF(76)

    (b) Traffic Management Plan (TMP) Checklist – Randolph STP SURF(78)

13. 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

14. 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 northern long-eared bat and the tricolored bat. No suitable bat habitat is present within the project limits and no Time-of-Year (TOY) restrictions are required.

The Contractor is hereby made aware of the potential for TOY restrictions related to proposed Waste, Borrow and Staging areas. Cutting trees >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.

15. NOTICE TO BIDDERS – UTILITIES – NORTHFIELD-WILLIAMSTOWN STP SURF(76). Existing aerial facilities owned by Washington Electric Cooperative, Consolidated Communications, and TDS Telecom will not require adjustment. The Contractor is cautioned to protect these facilities from damage.

Existing underground facilities owned by Washington Electric Cooperative and Consolidated Communications will not require adjustment. The Contractor is cautioned to protect these facilities from damage.

Contacts for the above listed companies are as follows:

Washington Electric Co-op	Brian Wilkin	(802) 224-2319
Consolidated Communications	Travis Andrews	(802) 735-4874
TDS Telecom	Aaron Diers	(603) 848-7822

Employees or agents of the 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.

There are areas of underground utilities that may require additional locating beyond normal Dig Safe measures. The Contractor is advised 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.).

The Contractor shall notify aerial utility pole owner if excavation will be within 10 feet of an existing pole or anchor. That pole owner may choose to be onsite for this activity. There will be no excavation allowed within 5 feet of existing poles and anchoring.

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.

16. NOTICE TO BIDDERS – UTILITIES – RANDOLPH STP SURF(78). Existing aerial facilities owned by Green Mountain Power Corporation, Comcast Communication, FirstLight Fiber, and Consolidated Communications will not require adjustment. The Contractor is cautioned to protect these facilities from damage.

Existing underground facilities owned by the Town of Randolph, Green Mountain Power Corporation, Comcast Communication, and Consolidated Communications will not require adjustment. The Contractor is cautioned to protect these facilities from damage.

It is not anticipated that rim adjustments will need to be made to the sewer manholes or the water valves owned by the Town of Randolph.

Contacts for the above listed companies are as follows:

Green Mountain Power Corp	Ian Treadway	(802) 353-5079
Consolidated Communications	Tucker Peterson	(802) 735-7550
FirstLight Fiber	Bill Gray	(802) 373-4319
Comcast Communications	Bruce Bowser	(802) 316-9324
Town of Randolph	Christopher Chambers	(802) 728-9079

Employees or agents of the 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.

There are areas of underground utilities that may require additional locating beyond normal Dig Safe measures. The Contractor is advised 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.).

The Contractor shall notify aerial utility pole owner if excavation will be within 10 feet of an existing pole or anchor. That pole owner may choose to be onsite for this activity. There will be no excavation allowed within 5 feet of existing poles and anchoring.

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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.

17. 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
Randolph STP PC26(3)	Pending	Fall 2027

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.

18. NOTICE TO BIDDERS – SALVAGED MATERIALS. The Contractor is hereby notified that 500 tons of bituminous millings shall remain the property of the State.

All costs for loading and delivering these salvaged materials will be incidental to Contract Item 210.1200 Fine-Milling, Bituminous Pavement. The Contractor shall load 500 tons of bituminous millings on to suitable transport and deliver to the I-89 NB closed Rest Area MM 34.3 Randolph, VT 05060.

The Contractor shall contact Shannon Gilbert, District 4 General Manager, Tel.:(802)338-5083 a minimum of two (2) weeks prior to beginning delivery to the designated location.

19. NOTICE TO BIDDERS – SPECIAL CONSTRUCTION REQUIREMENTS.

(a) The Contractor shall maintain a safe access to all ramps and U-turns at all times during the construction of this project.

(b) 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.

(c) 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 shall be paid for under Contract item 641.1500 or 641.1700. The Contractor shall also install and maintain appropriate construction signing warning the traveling public of the expected roadway surface conditions.

(d) Prior to final acceptance of the project, all drop inlets and bridge joints within the project limits shall be cleaned and all material within the drop inlets and bridge joints 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.

(e) 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:

Northfield:
Mary Smith
Town Manager
51 S. Main Street
Northfield, VT 05663
jschulz@northfield.vt.us
802-485-9822

Williamstown:
Ryan Lockwood
Town Manager
2470 VT Route 14
Williamstown, VT 05679
twnmgr@williamstown.org
802-433-6671

Randolph:
Tom Yennerell
Town Manager
7 Summer Street
Randolph, VT 05060
trevor@randolphvt.org
802-728-5818

TABLE 1 – SCHEDULE OF KNOWN EVENTS

Event	Date
New World Festival Randolph	August/September 2027
Norwich University Home Coming Weekend	September 2027
Vermont State University – Randolph Campus Commencement	May 2027
Norwich University Commencement	May 2027

20. 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.

21. 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
406.0410002	Bituminous Concrete Pavement, Thin Overlay	Bituminous Concrete Pavement

22. NOTICE TO BIDDERS – SUBSECTION 101.02. Subsection 101.02 is hereby modified by revising the definition of "Contract" to add the phrase "General Special Provisions" immediately following the phrase "Standard Specifications".

23. NOTICE TO BIDDERS – SUBSECTION 716.02. Subsection 716.02(a) is hereby modified by deleting the fifth paragraph in its entirety and replacing it with the following:

> Mix designs shall include an ignition oven asphalt binder correction factor, determined in accordance with *AASHTO T 308*, for the oven used in quality control testing. Upon Agency request, at the time that the mix design is submitted, the Contractor shall provide sufficient aggregate and asphalt binder to allow the Agency to determine an ignition oven asphalt binder correction factor.

24. 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* or *AASHTO M 180-23* may be substituted in place of material meeting *AASHTO M 180-25*.

SECTION 406-0004 – BITUMINOUS CONCRETE PAVEMENT, THIN OVERLAY

406-0004.01 DESCRIPTION. This work shall consist of constructing a thin overlay (TO) bituminous concrete pavement on a prepared foundation in accordance with these specifications and in conformance with the lines, grades, thicknesses, and typical cross-sections shown on the Plans or established by the Engineer.

406-0004.02 MATERIALS. Materials shall meet the requirements of the following subsections:

Performance-Graded Asphalt Binder.....702.01
Warm-Mix Asphalt Technologies.....702.03
Anti-Strip Additives.....702.04
Aggregate for Bituminous Concrete Mixtures.....704.10
Recycled Asphalt Pavement .....704.22(a)
General Bituminous Concrete Mixture Design Requirements .....716.02(a)
Bituminous Mixing Plant and Laboratory 716.03
Preparing and Mixing Bituminous Concrete Mixtures.....716.04

(a) Performance-Graded Asphalt Binder. Performance-graded asphalt binder shall meet the requirements of Subsection 702.01(d) for PG 58E-34, unless otherwise specified on the Plans.

(b) Additives. Anti-strip additives shall be used in thin overlay mixtures and shall be dosed to abate stripping in accordance with Subsection 702.04. In addition, the anti-strip additive shall be capable of reducing the compaction temperature, or a separate warm-mix asphalt (WMA) technology meeting the requirements of Subsection 702.03 shall be included.

(c) Thin Overlay Mixtures. Thin overlay mixtures shall meet the following requirements:

(1) Design Ranges and Values. The gradation of the coarse aggregate, fine aggregate, and recycled asphalt materials (if used) shall be such that, when combined, the composite aggregate will meet the gradation requirements of Table 406-0004.02A. The process of blending the coarse aggregate, fine aggregate, and recycled asphalt materials (if used) shall be accomplished using separate bins. Blending in the stockpile will not be permitted.

The JMF target value for each sieve shall be within the ranges specified in Table 406-0004.02A, and the JMF target value for other mixture properties shall meet the requirements specified in Table 406-0004.02B.

TABLE 406-0004.02A – GRADATION DESIGN RANGES

Sieve Designation	Percentage by Mass (Weight) Passing Square Mesh Sieves (Minimum – Maximum)
1/2 inch (12.5 mm)	100
3/8 inch (9.5 mm)	95 – 100
No. 4 (4.75 mm)	60 – 95
No. 8 (2.36 mm)	47 – 65
No. 16 (1.18 mm)	--
No. 30 (0.600 mm)	--
No. 50 (0.300 mm)	--
No. 100 (0.150 mm)	--
No. 200 (0.075 mm)	2 – 7

TABLE 406-0004.02B – OTHER MIXTURE PROPERTY DESIGN RANGES AND VALUES

Property	Value or Requirement
Nominal maximum aggregate sieve size	3/8 inch (9.50 mm)
Percent G_{mm} at N_{max}	99% max.
Design gyrations (N_{design})	50
Voids in mineral aggregate	16.0% min.
Air voids	3.50%
Dust proportion (dry sieve)	0.50 – 1.00
Hamburg wheel tracker test (HWTT), average rut depth [1]	Report
HWTT, stripping inflection point (SIP) [1]	Report

[1] Specimen fabrication, conditioning, and procedures shall be in accordance with the Agency's *Bituminous Concrete Quality Manual*.

(2) Use of Recycled Asphalt Materials. The Contractor may choose to use recycled asphalt pavement (RAP) in thin lift bituminous concrete pavement mixtures. The amount of RAP used shall not exceed 20% of the total weight of aggregate in the mixture, including the RAP.

The use of recycled asphalt shingles (RAS) is prohibited.

a. When any amount of RAP is used, an analysis of the RAP material, including the extracted aggregate gradation, coarse aggregate specific gravity, fine aggregate specific gravity, and asphalt content shall be provided in the mix design.

b. Any change in the amount or combination of recycled materials shall require a new mix design unless otherwise approved by the Agency.

c. Should the characteristics of any proposed recycled material be such that an acceptable mixture cannot be produced or maintained, the recycled material will not be allowed for use on the Contract.

(3) Thin Overlay Mixture Design Process. *AASHTO R 35* will be the method used to develop a mix that will meet the specified design criteria in accordance with *AASHTO M 323*, unless otherwise noted.

The mixture shall be designed using the following methodology:

a. Select materials (aggregate, asphalt binder, additives).

b. Select design aggregate structure.

c. Select design asphalt binder content.

d. Select additives content.

e. Evaluate mixture moisture sensitivity and rutting susceptibility using the Hamburg wheel tracker test (HWTT).

f. Determine mixture cracking tolerance index (CT-Index) using the indirect tensile cracking test.

g. Evaluate the anti-strip additive and mixture compatibility using *ASTM D3625*.

(4) Thin Overlay Job Mix Formula. The JMF for each mixture shall contain all of the following information:

a. A single percentage of aggregate passing each sieve identified in Table 406-0004.02A.

b. When applicable, a single percentage of RAP in the mixture.

c. A single percentage of asphalt binder to be added to the aggregate.

d. A single percentage for every additive in the mixture. Each additive shall be identified by name and purpose (e.g. anti-strip, WMA technology).

e. A single percentage for air voids.

f. A single percentage for voids in mineral aggregate.

g. The values of $N_{initial}$, N_{design}, and N_{max}.

h. The mixing temperature.

i. The design compaction temperature.

(5) Control Limits. Each mix design shall establish an upper and lower control limit (as applicable) for every JMF parameter to determine when action should be taken or production should be suspended.

406-0004.03 AGENCY MATERIAL EVALUATION. Thin overlay mixtures will be sampled and tested on a statistically random basis for evaluation in accordance with the specified requirements and the material quality will be evaluated based on the results of these tests to determine a mixture pay adjustment from air voids and asphalt binder content. The PWL based quality determination used to establish the pay adjustment will not be used for acceptance or rejection, which shall be based on visual inspection or verification sampling as described below.

The actual mixture produced shall not vary from the job mix formula target values by more than the production tolerances specified in Table 406-0004.03A. For the purposes of verification sampling, the tolerances given in Table 406-0004.03A will be considered the specification limits for an individual sample. Continued production outside these ranges will be grounds to halt production and rescind the mix design.

Material may be sampled at either the production facility or on the project site and may be tested at either the production facility's qualified lab or at the Agency's Materials Testing and Certification Section Central Laboratory.

TABLE 406-0004.03A – MIXTURE PRODUCTION TOLERANCES

Material Property	Lower Mixture Tolerance	Upper Mixture Tolerance
Coarse aggregate, percent passing the No. 4 (4.75 mm) or larger sieves (dry sieve)	JMF – 6%	JMF + 6%
Fine aggregate, percent passing the No. 8 (2.36 mm) sieve through the No. 100 (0.150 mm) sieve (dry sieve)	JMF – 4%	JMF + 4%
Fines, percent passing the No. 200 (0.075 mm) sieve (dry sieve)	JMF – 1%	JMF + 1%
Mixture temperature [1]	JMF – 20°F	JMF + 20°F
Air voids	JMF – 1.0%	JMF + 1.0%
Dust proportion	0.50	1.00
Voids in mineral aggregate	JMF – 1.0%	JMF + 1.0%
Asphalt binder content	JMF – 0.4%	JMF + 0.4%

[1] The mixture temperatures shall not exceed 355°F.

(a) Lots and Sublots. The entire quantity of a single mix design of thin overly mixture will constitute a lot. Sublots shall be a maximum of 500 tons. Samples will be taken once per sublot.

At the Engineer's discretion, low production activities, defined as a daily production of 300 tons or less, that would otherwise be evaluated as part of the lot may be excluded from the PWL lot for the purposes of pay factor calculation.

(b) Evaluation Method. The percent within limits (PWL) method will be used to determine the quality of the material produced based on the quality characteristics specified in Subsection 406-0004.03(c). The LSL shall be the lower mixture tolerance and the USL shall be the upper mixture tolerance specified in Table 406-0004.03A. Detailed documentation on the PWL method is available in the Agency's *Bituminous Concrete Quality Manual*.

(c) Quality Characteristics. The quality of the mixture will be evaluated based on the air voids and asphalt binder content. Asphalt binder content will be measured in a calibrated ignition oven in accordance with *AASHTO T 308*.

(d) Pay Factor. A composite weighted pay factor combining the PWL of each quality characteristic will be calculated to account for the overall quality of the lot. If mix design JMF changes cause there to be multiple lots, a separate pay factor will be calculated for each lot.

(e) Removal of Defective Material by the Contractor. With the approval of the Engineer, the Contractor may elect to remove any defective material and replace it with new material at no expense to the Agency. Any such new material will be sampled, tested, and evaluated for quality.

(f) Rounding and Reporting of Values. Results from all calculations shall be rounded and reported as follows. All pay factors will be reported to 0.0001 and all pay adjustments to 0.01. For intermediate calculations used to obtain pay factors and pay adjustments values shall retain the maximum available precision.

When rounding, if the first digit to the right of the number to be rounded is greater than or equal to 5, then the number will be rounded away from zero to the next number with larger magnitude. If the digit to the right of the number to be rounded is less than 5, then the number will remain the same.

406-0004.04 CONTRACTOR QUALITY CONTROL. The Contractor shall be responsible for maintaining control of the mix production process. The mix production methods and technologies shall generally be at the Contractor's discretion, but will be limited to proven, Agency and industry accepted practice. Upon approval of the Engineer and at no additional cost to the Agency, the Contractor may use innovative equipment or techniques not included in the specifications to produce or monitor the production or placement of the mixture.

(a) Control of Mixture. The plant shall be operated so that no intentional deviations are made from the approved job mix formula. The continual production of non-conforming work at a reduced price, in lieu of making adjustments to bring work into conformance, will not be allowed. The Contractor shall provide process control adequate to produce work of acceptable quality. At a minimum, the Contractor shall perform sampling and testing at the frequencies specified in Table 406-0004.04A as applicable for the mixture type, and shall calculate the cumulative weighted PWL using the equation specified in Subsection 406-0004.10 after each quality control sublot. The Engineer will not sample or test for process control or assist in controlling the Contractor's production operations.

TABLE 406-0004.04A – QUALITY CONTROL TESTING AND SAMPLING CRITERIA

Parameter	Test Method	Minimum Frequency (Select the Least Frequent)
Mixture gradation	*AASHTO T 30, AASHTO T 308*	1 per 500 tons
Mixture temperature	Verified thermometer	1 per 250 tons at plant (truck)
Mixture volumetrics (air voids, VMA, and dust proportion)	*AASHTO T 269, AASHTO T 166, AASHTO T 209*	1 per 500 tons
Asphalt binder content	*AASHTO T 308*	1 per 500 tons
Cold feed gradation	*AASHTO T 27*	1 per day
Cold feed percentage fractured face [1]	*AASHTO T 335*	1st day of paving, 1 per week or 5,000 tons
Cold feed flat and elongated particles [2]	*ASTM D4791*	1 per month
Fine and coarse aggregate moisture content [3]	*AASHTO T 255*	2 per day
RAM moisture content	*AASHTO T 255*	2 per day
Fine aggregate, coarse aggregate, and RAM specific gravities [4]	*AASHTO T 84, AASHTO T 85*	1st day of paving, 1 per two weeks or 5,000 tons
Stripping	*ASTM D3625*	1 per week

[1] Fractured face for crushed gravel sources only.

[2] Flat and elongated percentage for all material retained on or above the No. 4 (4.75 mm) sieve.

[3] For drum-mix and continuous mixing plants only.

[4] New values will be required when the absorbed asphalt value is either zero or negative, or when requested by the Engineer.

Control over production shall follow the control limits established for the mix design for quality control samples. A single result outside the control limit will necessitate the Contractor take action to return production to in control. Production shall be suspended if two out of three values in row exceed the control limits, or if the quality control cumulative weighted PWL falls below 60%.

After suspension, a passing quality control test from a trial drop shall be used to show the mix has been returned to in control, and production may resume. Following a PWL suspension, three tests will be conducted before reevaluating for suspension of production based on the QC lot PWL, however, production shall be suspended if two out of those three tests exceed the control limits. Failure or inaction by the Contractor to maintain control over the mix production will result in mix design suspension. Changes to the JMF shall constitute a new lot, and a determination of a new QC lot PWL. In addition to the control limits referenced above, the Contractor shall cease production operations whenever one or more of the following occurs:

(1) The Contractor fails to follow the approved QC plan.

(2) If the flat and elongated particles value exceeds 10% when measured by *ASTM D4791*.

(3) If there is any visible damage to the aggregate due to over-densification, except on variable depth shim courses.

(b) Control of Placement.

(1) Control Section. Prior to beginning full production and placement of thin overlay pavement, the Contractor shall construct a control section divided into at least three sublots, with a minimum sublot quantity of at least 200 tons, or as otherwise directed by the Engineer. The control section location shall be determined in the pre-paving meeting.

The control section will be used to evaluate and verify the mix design, to demonstrate that the equipment and processes described in the approved QC plan can produce thin overlay in accordance with the approved JMF, and to determine the appropriate rolling pattern to achieve compaction and establish the target maximum density (TMD). The TMD will be determined via build up, by rolling until the density readings show less than 1 pcf change for the final roller passes.

During production of the control section the producer shall submit to the Agency results for all plant and field QC tests, including tests not run to completion.

Full-scale production shall not proceed until the control section is accepted, based on two consecutive compliant sublot mixture tests evaluated for compliance with the JMF and the tolerances listed in Table 406-0004.03A. No pay adjustment will be applied to the control section. Should the control section fail to meet the acceptance requirements, it will be rejected and another attempt to meet the control section acceptance requirements will be required.

The contractor shall take cores from the control section to correlate their density gauge and shall deliver a copy of all results to the Agency for evaluation.

(2) Density Quality Control. The Contractor will be required to provide a quality control technician (QCT) onsite to monitor thin overlay mixture placement activities and the density of the material. The QCT shall perform density testing of the mixture using a density meter. The Contractor shall maintain the density between 98% and 102% of the TMD. Failure to maintain density between 98% and 102% of TMD will result in suspension of paving and require a new TMD be determined via build up by rolling until the density readings show less than 1 pcf change for the final roller passes.

The Contractor shall record and provide reports of each day's results, including a daily paving report listing the mixture type, mixture temperatures, equipment used, environmental conditions, and number of roller passes used to obtain the target TMD. Reports shall be signed by the QCT and presented to the Engineer by the end of the working day.

. (c) Contractor Quality Control Plan. The Contractor shall provide, maintain, and operate in accordance with a quality control plan for the plant and the field, hereafter referred to as the plant QC plan and field QC plan, to ensure the production of material that meets the Contract requirements. The Contractor shall develop and submit program-wide QC plans annually in advance of the paving season, to document the QC practices, personnel, facilities, and equipment to be used by the Contractor. Additionally, the Contractor shall submit project-specific supplements to both the plant and field QC plans to provide specific details applicable to each project. No paving shall occur until both QC plans and their supplements have been approved for the project. Project supplements to the QC plans shall be submitted at least 10 working days before the start of paving on the project.

(1) Plant QC Plan. Bituminous concrete mixture plants shall submit a program wide plant QC plan to cover all mix production, as detailed in the Agency's *Bituminous Concrete Quality Manual*. A project-specific supplement shall be submitted to apply the plant QC plan to the project and provide specific details, including, but not limited to, the mix designs to be used, the use of silos, changes in personnel, and other project specific requirements.

(2) Field QC Plan. The Contractor shall submit a comprehensive field QC plan to cover paving practices in the field, as detailed in the Agency's *Bituminous Concrete Quality Manual*. A project-specific supplement shall be submitted to apply the field QC plan to the project and provide specific details, including, but not limited to, paving personnel and equipment identification, QC personnel, mixing, loading, transportation, intended paving sequence, emulsion application procedure and rate, and other project-specific requirements.

(3) Non-Compliance with the QC Plans. The Contractor shall comply with the approved QC plans and shall take all other steps necessary to ensure a high-quality product. Failure of the Contractor to comply with the approved QC plans may result in the Agency ordering the Contractor to cease production or paving, revoking approval of the QC plan, or taking other actions as necessary.

406-0004.05 EQUIPMENT. Equipment shall meet the requirements of Subsection 406.05. Oscillatory rollers shall have separate controls for energy and propulsion and shall be equipped with automatic cutoffs that stop the oscillation prior to the roller stopping or reversing its direction of travel.

406-0004.06 TRAFFIC CONTROL. Traffic control shall meet the requirements of Subsection 406.06.

406-0004.07 WEATHER AND SEASONAL LIMITATIONS. Thin overlay pavement shall not be placed unless both the ambient air temperature and the temperature of the existing surface at the paving site, in the shade and away from artificial heat, are greater than 50°F.

Thin overlay pavement shall not be placed on a wet or frozen surface, or when weather or other conditions would prevent the proper handling, finishing, or compacting of the material, unless otherwise approved by the Engineer.

Placement of thin overlay pavement shall not occur between September 16th and May 15th, inclusive.

406-0004.08 CONDITIONING OF EXISTING SURFACE. Existing surfaces shall be conditioned in accordance with Subsection 406.08.

406-0004.09 PLACING AND FINISHING.

(a) General Requirements. The thin overlay mixture shall be placed and finished with the specified equipment, shall be struck off in a uniform layer to the full width required and of such depth that each course, when compacted, shall have the required thickness, and shall conform to the grade and elevation specified. The finished surface shall be of uniform texture and evenness and shall not show tearing, shoving, or pulling of the mixture.

In areas where irregularities or unavoidable obstacles make the use of mechanical placing and finishing equipment impracticable, the mixture shall be spread, raked, luted, and compacted by hand methods.

At the time of placement, the bituminous mixture shall be within 10°F of the compaction temperature for the approved mix design. No traffic will be permitted on placed material until the material has been thoroughly compacted and has cooled to 140°F unless otherwise authorized by the Engineer. The use of water to cool the pavement will not be permitted except when used for sampling in accordance with *AASHTO R 67*.

The Contractor shall protect all exposed surfaces and objects which are not to be treated from damage during all phases of the paving operation.

All material shall be produced early enough in the workday such that the completion of placing and compaction of the mixture will occur during daylight hours, unless night work is allowed for the project.

Mainline temporary transverse tapers shall have a maximum slope of 1 inch per 5 feet for speeds of 40 mph and lower, and a maximum slope of 1 inch per 10 feet for speeds greater than 40 mph.

A load ticket shall accompany each vehicle supplying bituminous concrete and shall be made available to the Engineer prior to placement of the mixture. Both electronic and paper load tickets shall include date, time, plant location, mix design, load tonnage, and cumulative daily tonnage. In addition, tickets from batch plants shall include batch weights, asphalt total weight for each load, and cumulative daily asphalt totals.

(b) Driveways and Side Road Intersections. Suitable temporary aprons or fillets shall be constructed at side road intersections and driveways as directed by the Engineer within 24 hours of adjacent mainline paving. Reasonable access to and from the mainline mat shall be maintained at all times.

Permanent drive construction shall consist of placing one or more courses of bituminous concrete material on a prepared foundation in conformance with the Plans, or as directed by the Engineer.

Placement of bituminous concrete material for driveways and side roads may be done with mechanical or hand methods as specified on the Plans and as directed by the Engineer.

All vegetation and soft, yielding, or unsuitable material shall be excavated and replaced with properly compacted material meeting the requirements of Section 301 for Subbase of Crushed Gravel, Fine Graded. Crushed RAP generated from the project may be substituted for Subbase of Crushed Gravel, Fine Graded.

For drives constructed using hand methods, the existing edge of pavement shall be saw-cut or trimmed by mechanical means to provide a vertical edge for placing bituminous concrete material. Emulsified asphalt shall be applied as specified in Subsection 404.06(b).

If cross slope allows, as determined by the Engineer, existing paved drives shall be milled across the entire drive width to the depth of the wearing course, not to exceed 2 inches. Unless the drive is to be paved that workday, all vertical milled edges shall have temporary fillets placed the same workday as milling takes place.

(c) Compaction. Compaction of thin lift pavement shall be obtained using an oscillatory or pneumatic intermediate roller. Steel-wheeled, double-drum rollers shall weigh at least 10 tons. Once a rolling pattern has been established, the rolling patterns, equipment, and methods will become part of the QC plan.

Tandem paving operations shall have an independent rolling train for each paver sufficient to achieve compaction requirements.

When bituminous concrete pavement is to be placed on a bridge deck having a waterproofing membrane, a rubber-tired or rubber-tracked paver shall be used to place the intermediate course of pavement. Rollers shall operate in static mode when compacting pavement on bridge decks.

Non-paver placed bituminous concrete pavement shall be rolled with a minimum 1-ton mechanical roller with steel drums, or approved equal, until compacted to the satisfaction of the Engineer.

To prevent adhesion of the mixture to the rollers, the rollers shall be kept properly moistened with water or water mixed with very small quantities of detergent or other approved material. Excess liquid and petroleum products will not be permitted. If rolling causes undue displacement, cracking, tearing, or shoving, no further material will be produced for or placed on the project until a corrective action plan is proposed by the Contractor and accepted by the Engineer.

For places not accessible to the rollers, the mixture shall be thoroughly compacted with hand tampers, smoothing irons, or mechanical tampers coated with a non-petroleum based bond release agent.

During paving, the Contractor shall take daily process control cores at locations approved by the Engineer to verify the effectiveness of the proposed rolling pattern and correlate density gauge equipment. The Contractor shall fill the core holes, at their expense, with hot bituminous concrete pavement at a temperature of at least 200°F on the same work day that the cores are taken. Pending results of the investigative cores, necessary adjustments to the proposed rolling pattern and equipment shall be made by the Contractor to achieve densities to the satisfaction of the Engineer. The Contractor shall provide the Engineer with all compaction QC records in a format acceptable to the Engineer at the conclusion of each day's paving operations.

The thin overlay mixture shall be compacted to 98% to 102% of the TMD, as determined with a density gauge. The TMD to be used shall be established from construction of the control section, or subsequent density build ups. If the Engineer determines that the TMD is apparently incorrect, as evidenced be being achieved with little or minimal compactive effort, or excessive compactive effort, then the Engineer will require a new build up to establish a new TMD and rolling pattern. Changes to the established rolling pattern shall be reported to the Engineer.

(d) Joints. All paving operations shall be conducted such that, to the extent possible, the full width of a travel lane will be paved in a single pass. Longitudinal construction joints within any travel lane will not be permitted. Screed extension to cover adjacent shoulders concurrent with any travel lane will be permitted considering the requirement for auger extensions.

Joints between old and new pavements, or between each successive day's work, shall have a thorough and continuous bond between the old and new mixtures. Whenever the placement process is interrupted long enough for the mixture to attain its initial stability, the paver shall be removed from the mat and a transverse butt joint constructed.

Transverse butt joints shall be formed by cutting the pavement in a vertical plane, at a location approved by the Engineer, where the pavement has a true surface as determined using a straightedge at least 16 feet long. Otherwise, the transverse butt joint may be formed by trimming using mechanical means such that the full design depth of bituminous material is present at the trimmed joint. The transverse joint shall be thoroughly coated with emulsified asphalt just prior to depositing the new paving mixture.

When constructing transverse tapered joints, care shall be taken in raking out and discarding the coarser aggregate at the low end of the taper, and in rolling the taper. The taper area shall be thoroughly coated with emulsified asphalt just prior to the resumption of paving operations. As the paver places new mixture on the taper area, placement shall proceed such that an evenly graduated deposit of mixture will complement the previously made taper. Shovels may be used to add additional mixture if necessary. The joint shall be smoothed with a rake and properly rolled, with coarse material discarded.

Transverse joints shall not be constructed within 12 inches of transverse joints constructed in lower courses.

Longitudinal joints that have become cold shall be coated with emulsified asphalt before the adjacent mat is placed. If directed by the Engineer, such joints shall be cut back to a clean vertical edge prior to coating with the emulsion. Unless otherwise directed by the Engineer, longitudinal joints shall be offset at least 6 inches from any joint in the lower courses of pavement.

Wherever possible, the Contractor shall locate the joints such that, when the final pavement markings are placed, there will be a 2-inch offset between the pavement markings and parallel joints. The Contractor shall conduct paving operations such that the paving joint between the travel lane and adjacent shoulder will be outside of all longitudinal pavement markings.

(e) Surface Tolerance. The finished surface will be tested by the Engineer using a straightedge at least 16 feet in length at selected locations parallel with the centerline. Any variations exceeding 1/8 inch between any two contact points shall be satisfactorily eliminated. A straightedge at least 10 feet in length may be used on a vertical curve. The straightedges shall be provided by the Contractor in accordance with Subsection 631.04.

(f) Work Adjacent to the Pavement. When the Contractor proposes to perform work adjacent to the pavement (e.g. guardrail installation) after the wearing course has been placed, they shall submit a pavement protection plan. This plan shall be submitted at least 7 calendar days prior to performing any work adjacent to the pavement, and work shall not commence until the Engineer has approved the plan.

The plan shall outline methods of protecting the pavement during each proposed operation, as well as procedures for remediation of any damage that may occur. At a minimum, the repair shall be the full depth of the wearing course, but shall extend beyond that to the depth of the damage as needed. All repairs shall be performed in accordance with the applicable requirements of this section.

Spot patching will not be allowed as a method of remediation for repeated damage, and adjacent work that causes frequent or repeated damage will not be allowed to continue. Areas of repeated damage shall be repaved for the full lane width and for a minimum length of 250 feet, unless otherwise directed by the Engineer.

If the pavement is damaged, the Contractor shall immediately perform repairs as outlined in the pavement protection plan at no cost to the Agency.

406-0004.10 MIXTURE PROPERTIES PAY ADJUSTMENT. The Mixture Properties Pay Adjustment will be based on the Mixture Properties Pay Factor calculated using the equations specified below.

(a) Mixture Properties Pay Factor Determination. For thin overlay bituminous concrete pavement, the Mixture Properties Pay Factor will be calculated based on the weighted PWL for air voids and asphalt binder content.

(1) Weighted PWL. The weighted PWL for air voids and asphalt binder content will be calculated using the equation below.

$$PWL_W = 0.75\ PWL_{AV} + 0.25\ PWL_{AB}$$

where:

PWL_W = Total weighted percent within specification limits

PWL_{AV} = Percent within specification limits for air voids

PWL_{AB} = Percent within specification limits for asphalt binder content

If corrected asphalt binder content is not available, the total weighted PWL will be calculated based on the PWL for air voids only, using the equation below.

$$PWL_W = PWL_{AV}$$

(2) Mixture Properties Pay Factor. Once the weighted PWL has been determined, the Mixture Properties Pay Factor will be calculated using the formulas below.

For $85\% \leq PWL_W \leq 100\%$

$$PF_{MP} = 0.00067\ PWL_W - 0.05700$$

For $50\% \leq PWL_W < 85\%$

$$PF_{MP} = 0.00286\ PWL_W - 0.24310$$

For $PWL_W < 50\%$

$$PF_{MP} = 0.00800\ PWL_W - 0.50000$$

where:

PWL_W = Total weighted percent within specification limits

PF_{MP} = Mixture Properties Pay Factor

(b) Mixture Properties Pay Adjustment Determination. The Mixture Properties Pay Adjustment will be calculated using the equation below.

$$PA_{MP} = PF_{MP} \times Q \times B$$

where:

PA_{MP} = Mixture Properties Pay Adjustment (dollars)

PF_{MP} = Mixture Properties Pay Factor

Q = Quantity of material (tons)

B = Contract bid price (dollars/ton)

The quantity of material (Q) will be the number of tons compacted in place for each lot. This quantity will include all material used for shoulders, leveling courses, side roads, drives, and any other miscellaneous mix.

406-0004.11 METHOD OF MEASUREMENT. The quantity of Bituminous Concrete Pavement, Thin Overlay to be measured for payment will be the number of tons of mixture complete in-place in the accepted work as determined from the weigh tickets.

The quantity of Pay Adjustment, BCP, TO, Mixture Properties (N.A.B.I.) will be calculated according to the appropriate subsection.

406-0004.12 BASIS OF PAYMENT. The accepted quantity of Bituminous Concrete Pavement, Thin Overlay will be paid for at the Contract unit price per ton. Payment will be full compensation for furnishing, mixing, hauling, and placing the materials specified, including hand placement when payment is not otherwise provided for in the Contract, and for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work.

The quantity of Pay Adjustment, BCP, TO, Mixture Properties (N.A.B.I.) will be debited or credited against the Contract dollar amount for that item.

The costs of furnishing testing facilities and supplies at the plant will be considered included in the Contract unit price bid for Bituminous Concrete Pavement, Thin Overlay. The costs of obtaining, furnishing, transporting, and providing the straightedges required by Subsection 406-0004.09 will be paid for under the appropriate Section 631 pay item included in the Contract.

Payment will be made under:

Pay Item		Pay Unit
406.0410002	Bituminous Concrete Pavement, Thin Overlay	Ton
406.9100003	Pay Adjustment, BCP, TO, Mixture Properties (N.A.B.I.)	Dollar

CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
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XI. 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. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

The applicable provisions 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 or 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.

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

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 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

The contractor and all subcontractors must comply with the following policies: 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, including any amendments thereto.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with 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, including any amendments thereto.

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.

1. Assurances Required:

a. The requirements of 49 CFR Part 26, including any amendments thereto, 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, including any amendments thereto, 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, including any amendments thereto, are incorporated by reference. 49 CFR Part 21.

III. 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*. 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*, 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 IV, 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 reprocurement 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 29 CFR part 30, including any amendments thereto.

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 III. 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 in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, 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.

IV. 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.

* $33 as of January 15, 2025 (See 90 FR 1859) 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 III 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 reprocurement 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.

V. 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 this section 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 this section 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).

VI. 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).

VII. 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."

VIII. 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.

IX. 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.

* * * * *

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.

* * * * *

X. 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.

XI. 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 (40 U.S.C. sections 14501(d) and 14701 and the Appalachian Regional Commission Code as authorized under 40 U.S.C. section 14302)
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 40 U.S.C. 14501 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.

"General Decision Number: VT20260053 05/18/2026

State: Vermont

Construction Types: Highway

Counties: Vermont Counties of
Orange

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SUVT2017-014 08/06/2019

	Rates	Fringes
TRUCK DRIVER: DISTRIBUTOR TRUCK	$ 22.55	11.87
TRUCK DRIVER, INCLUDES ALL AXLES INCLUDING DUMP TRUCKS	$ 18.44	1.75
TRAFFIC CONTROL: LABORER-CONES/ BARRICADES/BARRELS - SETTER/MOVER/SWEEPER	$ 17.20	6.71
TRAFFIC CONTROL: FLAGGER	$ 10.04	3.54
OPERATOR: SCREED	$ 20.87	7.24
OPERATOR: ROLLER	$ 18.48	7.16
OPERATOR: POUNDER	$ 22.31	0.00
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE)	$ 20.89	5.08
OPERATOR: MILLING MACHINE	$ 22.50	10.24
OPERATOR: MECHANIC	$ 23.14	6.08
OPERATOR: LOADER	$ 21.95	4.63
OPERATOR: GRADER/BLADE	$ 21.13	5.53
OPERATOR: DRILL	$ 19.83	3.94
OPERATOR: CRANE	$ 23.42	2.38
OPERATOR: BULLDOZER	$ 21.35	3.84
OPERATOR: BROOM/SWEEPER	$ 16.88	6.14
OPERATOR: BOBCAT/SKID STEER/SKID LOADER	$ 19.79	4.28
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE	$ 22.52	4.22
LABORER: COMMON OR GENERAL, INCLUDES ASPHALT RAKER, SHOVELER, SPREADER AND DISTRIBUTOR	$ 16.32	3.15
LABORER: LANDSCAPE	$ 14.70	1.03
LABORER: CONCRETE WORKER	$ 20.19	1.31
IRONWORKER, STRUCTURAL	$ 28.77	7.91
IRONWORKER, REINFORCING	$ 21.70	1.60
INSTALLER - SIGN	$ 16.25	3.20
HIGHWAY/PARKING LOT STRIPING: PAINTER	$ 23.83	0.00
ELECTRICIAN	$ 28.15	2.03
CEMENT MASON/CONCRETE FINISHER	$ 25.34	0.00
CARPENTER, INCLUDES FORM WORK	$ 20.00	1.64

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

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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.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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)).

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.

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 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

"

"General Decision Number: VT20260056 05/18/2026

State: Vermont

Construction Types: Highway

Counties: Vermont Counties of
Washington

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SUVT2017-017 08/06/2019

	Rates	Fringes
TRUCK DRIVER: DISTRIBUTOR TRUCK	$ 22.55	11.87
TRUCK DRIVER, INCLUDES ALL AXLES INCLUDING DUMP TRUCKS	$ 19.12	3.31
TRAFFIC CONTROL: LABORER-CONES/ BARRICADES/BARRELS - SETTER/MOVER/SWEEPER	$ 17.20	6.71
TRAFFIC CONTROL: FLAGGER	$ 13.07	0.00
OPERATOR: SCREED	$ 22.80	10.55
OPERATOR: ROLLER	$ 19.44	6.00
OPERATOR: POUNDER	$ 22.65	0.00
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE)	$ 22.41	7.18
OPERATOR: MILLING MACHINE	$ 22.50	10.24
OPERATOR: MECHANIC	$ 23.48	6.17
OPERATOR: LOADER	$ 21.65	4.70
OPERATOR: GRADER/BLADE	$ 21.13	5.53
OPERATOR: DRILL	$ 19.83	3.94
OPERATOR: CRANE	$ 24.41	1.36
OPERATOR: BULLDOZER	$ 21.05	4.38
OPERATOR: BROOM/SWEEPER	$ 19.25	5.97
OPERATOR: BOBCAT/SKID STEER/SKID LOADER	$ 20.94	5.89
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE	$ 21.57	4.15
LABORER: COMMON OR GENERAL, INCLUDES ASPHALT RAKER, SHOVELER, SPREADER AND DISTRIBUTOR	$ 17.29	3.74
LABORER: LANDSCAPE	$ 14.70	1.03
LABORER: CONCRETE WORKER	$ 20.19	1.31
IRONWORKER, STRUCTURAL	$ 31.81	4.65
IRONWORKER, REINFORCING	$ 25.21	0.79
INSTALLER - SIGN	$ 18.01	2.48
HIGHWAY/PARKING LOT STRIPING: PAINTER	$ 20.36	3.87
ELECTRICIAN	$ 28.15	2.03
CEMENT MASON/CONCRETE FINISHER	$ 25.34	0.00
CARPENTER, INCLUDES FORM WORK	$ 24.11	0.64

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

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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.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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)).

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.

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 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

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VERMONT AGENCY OF TRANSPORTATION

BIDDING REQUIREMENTS AND CONDITIONS

EFFECTIVE

JULY 15, 2026

1 REQUIREMENT FOR PREQUALIFICATION

Two processes, Annual and Contract Specific Prequalification, while separate and distinct, are often referred to – both collectively and individually – as "Prequalification." Prequalification shall be required for prime contractors to bid on design-bid-build projects.

2 BID PREPARATION

A. General. Unless otherwise specifically directed, bids shall only be submitted via the electronic bidding platform provided within iCXWeb. Each submission must be completed and signed/submitted by an individual authorized to sign legal documents for the bidding entity.

By submitting a bid electronically, the Bidder acknowledges and confirms that it has read and understands the terms and conditions included in the Proposal, Plans, Standard Specifications, and Special Provisions; and such documentation has been taken into account and is part of this bid.

Bidder further certifies that it has read and understands any and all Addenda issued relative to this Proposal and such Addenda have been taken into account and are a part of this bid.

B. Summation of Pay Items. Submitted bids will be considered and confirmed on the basis of the summation of the products of the quantities shown in each pay item multiplied by the unit prices bid.

C. Fraction of a Cent Unit Costs. Computing Bid Results. When Proposals have unit cost bid items submitted for a fraction of a cent, the total cost for the quantity of the item shall be determined by carrying price computations out through the third digit after the decimal point. The fourth digit shall be dropped with no rounding off onto the third digit. All bid results shall be computed on this basis for purposes of determining the low bidder.

D. Bid Items With Zero and Other Obviously Below Cost Bids.

1. If a bidder submits a unit bid price of zero for a contract bid item, the bid will be declared informal. The current electronic bid platform is designed to not allow a zero-bid amount.

2. A bidder may submit a unit bid price that is obviously below the cost of the item. If the Agency awards and enters into a contract with a bidder that has submitted a unit bid price that is obviously below cost, the contractor shall be obligated to perform the work under such item as indicated in the contract documents and/or as directed by the Engineer.

E. Optional Bid Items. When "Optional Bid Items" are indicated in the Proposal, bidders shall bid on only one pay item in each group of options, leaving the other pay items in the group without a unit bid price. If a bidder enters more than one unit price bid in a group of options, only the bidder selected option will be utilized as the basis of calculation for determining the low bidder and used in the contract.

F. Alternate Bid Items. When "Alternate Bid Items" are indicated in the Proposal, bidders must bid on all pay items in each group of “Alternate Bid Items.” Failure to bid on all of the "Alternate Bid Items" will prevent the bid from being submitted.

G. Additive Alternate Bid Items. When "Additive Alternate Bid Items" are indicated in the Proposal, bidders must bid on all pay items in each group of “Additive Alternate Bid Items.” Failure to bid on all of the "Additive Alternate Bid Items" will prevent the bid from being submitted.
If an award is made, the State will award one of the following, in this order of priority, maximizing the available funding:

1. Base Items only

2. Base Items plus Additive Alternate 1

3. Base Items plus Additive Alternate 1 and Additive Alternate 2

4. Base Items plus previous sequential Additive Alternates to include all of the Additive Alternates in numeric order

H. Quantity of One; Unit Bid Price; Not a Bid Item (N.A.B.I.) When the Schedule of Items for a contract contains one or more pay items which have a quantity of one (1) and a unit price and total price entered, the Agency has set a unit price in the event such an item is used. If such an item is determined to be needed by the Engineer, the work will be

performed by the contractor according to the contract documents at the unit price listed.

I. Incidental to Other Contract Items. When it is indicated in the contract documents that payment or costs of work and/or materials are incidental to one or more other contract items (but not to specific other items), such costs shall be included by the bidder in the price bid for all other contract items.

3 BID SUBMISSION

A. Bids shall be submitted electronically utilizing the Agency's electronic bidding platform.

B. By submitting an electronic bid, the bidder certifies that it has read, understands, accepts, acknowledges, and agrees to comply with all statements, conditions and specifications in the electronic bid submittal.

C. A bidder submitting a bid is solely responsible for that submission. They have the financial wherewithal and are physically organized and equipped to undertake and complete the contract.

D. Claims will not be accepted and bid openings will not be postponed due to fault on the part of a bidder in preparing and submitting a bid in a timely manner.

4 BID BOND

A. General. A Bid Bond is a Proposal Guaranty that must be secured by each Bidder through Surety 2000 or SurePath. The amount shall be as indicated on the cover page of the Proposal. Typically, this amount is 5% of the Contractor's bid. The Bond Number must be entered into the bidding software prior to submitting a bid. The bidding software will automatically verify the bond through the system.

The Bid Bond shall list:

1. Obligee: Vermont Agency of Transportation

2. Obligee Address: 219 North Main St., Barre, VT 05641

3. Bid Date: Date of Bid Opening

4. Contract ID: Contract Number. This will be in the format: C<zero>XXXX (C0XXXX).

5. Company Number: The unique 4-digit company number can be found by logging into iCXWeb and clicking on the Menu>Company>Details Tab.

5 BIDDER DISQUALIFICATION

Bidders may be disqualified for various reasons, including:

A. Submission of more than one Bid for the same work by an entity under the same or different names;

B. Evidence of collusion among bidders; or

C. Any other cause for suspension or debarment as detailed in the Agency's Policy and Procedures on Debarment, Code of Vermont Rules (CVR), Volume 8A, 14 010 004, Pages 1-10. All bidders must complete the Debarment and Non-Collusion Affidavit included in the bidding software prior to submitting a bid. This affidavit (a sworn statement signed by or on behalf of the entity to which a contract may be awarded) certifies that the entity, including all parties to a joint venture, has neither directly nor indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in conjunction with the proposed contract and has not been suspended, indicted, convicted, or had a civil judgment rendered against it within three (3) years of the bid opening date for the proposed contract. The statement must be sworn to before a person who is authorized to administer oaths. The completed Debarment and Non-Collusion Affidavit must be completed in iCXWeb prior to bid submission.

6 BID REJECTION

A. General. A Bid may be rejected at any time between bid opening and contract execution. The Agency may reject any or all Bids, waive any or all technicalities, and/or advertise for new Bids if in its sole judgment, or that of the awarding authority, the best interests of the State, or the awarding authority, will be served.

B. Unbalanced Bids. The Agency will decide whether any bid prices are unbalanced above or below a reasonable cost analysis value as determined by its Chief Engineer of the Highway Division. Bids in which

bid prices are unbalanced, mathematically and/or materially, may be rejected at the sole discretion of the Agency. For purposes of this subsection “mathematically unbalanced bid” and “materially unbalanced bid” shall have the same meaning as in 23 CFR Part 635 – Construction and Maintenance.

C. Rejection of Apparent Low Bid. The Agency may choose to reject the apparent low bid after the bid analysis is conducted. If this should occur, the Agency will send notification to the apparent low bidder via email. The apparent low bidder may submit a written appeal of the Agency’s decision.

D. Rejection of All Bids. The Agency may choose to reject all bids after the bid analysis is conducted. If this should occur, the Agency will send notification to all bidders via email.

7 APPEALS

Appeal Process. Any Bidder may submit a written appeal of an Agency decision. Written appeals must be received via email by Contract Administration and the Secretary of Transportation within seven (7) calendar days following bid opening or the rejection of the apparent low bid for the contract in question.

The written appeal shall outline the nature of the grievance and include appropriate documentation supporting the bidder's position.

The Secretary will endeavor to render a decision on the appeal within twenty-one (21) calendar days of the bid opening. The Secretary may appoint a hearing officer to hear an appeal.

Appeals are independent from, and shall neither affect nor stay, the award process of any contract. An award shall remain in effect unless and until it is overturned on appeal.

8 BID WITHDRAWAL OR REVISION

Bidders may withdraw their bid if they do not want to be considered. Bidders may choose to revise their submitted bid as many times as desired prior to the time set for the opening of proposals specified in the Invitation for Bids. To revise a bid, a bidder must withdraw their previously submitted bid. After revisions are complete, the bidder must resubmit their bid. Once the time set for the opening of bids has passed, a bid cannot be withdrawn or revised.

It should be noted, that in the event of an addendum, bids automatically are withdrawn by the bidding software. The Unacknowledged Addendum will be shown on the Contract Status table on the Dashboard after logging into iCXWeb. Bidders must acknowledge the addendum in the bidding software by clicking on Addenda on the Bidding tab, viewing the addendum and then selecting the Acknowledged Checkbox. After the addendum is acknowledged, the bid may be resubmitted.

9 AWARD OF CONTRACT

A. General. If a contract is to be awarded, the award will be made to the lowest responsible bidder that has submitted a Bid that complies with all the provisions required to render it formal.

B. Award Letter. An award letter will be sent to the successful bidder within 31 calendar days of bid opening via email notification indicating that their bid has been accepted.

C. Intent to Award Letter. For aviation contracts, an intent to award letter will be sent to the successful bidder within 31 calendar days of bid opening via email notification indicating that their bid has been accepted contingent upon grant funding approval. Once grant approval has been obtained, an award letter will be sent to the successful bidder via email notification. Grant funding determination is outlined in the Special Provisions.

D. Cancellation of Award Prior to Signing of Contract. The Agency may cancel the award of a contract prior to the signing thereof by all parties; the Agency shall not be liable therefore for any reason.

10 AUTHORITY TO CONTRACT

Prior to signing a Contract with the Agency, a Contractor shall take all steps necessary for it to enter into contracts with the State of Vermont including the following:

A. Business Registration: The Contractor awarded the Contract shall, upon notification of award, apply for registration with the Vermont Secretary of State's Office in order to do business in the State of Vermont, if not already so registered. AOT will not process the contract until the Contractor is registered with the Secretary of State’s office and is in good standing. The registration form may be obtained from the Vermont Secretary of State: 128 State Street, Montpelier VT 05609-1101. The

telephone number is 800-439-8683. Registration can be completed online at: https://bizfilings.vermont.gov/homepage.

B. Debarment: The Contractor also certifies under the penalties of perjury under the laws of the State of Vermont and the United States that, except as noted below, it is not currently, and has not been within the past three (3) years, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and neither the Bidder nor any person associated with the Bidder in any capacity has been indicted, convicted, or had a civil judgment rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

C. Non-Collusion: The Contractor awarded the Contract shall certify 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 for the Contract.

D. SAM: The Contractor awarded the Contract shall have an active registration and have an Unique Entity ID.

11 CONTRACTOR DOCUMENTS

After contract award, the selected Contractor shall submit requested documents within 10 working days from the Award date in iCXWeb by selecting Menu>Award & Contract>Award Tab. Prior to sending the award letter, the Agency will upload templates in the Request File column in the Award Tab for the standard requested documents.

The Contractor can view and download the documents to complete. Once completed, the Contractor shall upload each document in the appropriate placeholder in the Uploaded Documents column on the Award Tab. For non-templated standard documents, Contractors will upload their own documents in the appropriate placeholder in the Uploaded Documents column on the Award Tab.

Once all required forms have been uploaded and saved, the Agency will be automatically notified by the system software. The Agency will review for compliance and either accept or reject each document. If a document is rejected,

the Agency will include a note detailing what needs to be corrected. The note can be viewed by clicking on the 'N' icon which will be shaded blue on the entry line where the document was uploaded. Contractors may resubmit the document once corrections have been completed. The system will again automatically notify the Agency.

The following documents are considered standard documents that will be required for all contracts:

A. Corporate Resolution. The Corporate Resolution is a document that details who at the company has been authorized by vote by the Board of Directors to sign the Contract on behalf of the company. It should be on corporate letterhead and include the following:

1. Company Name

2. Company Address

3. Company Phone Number

4. Date in which the Board of Director's voted to determine the authorized signers

5. Authorized Signers. This role must be identified by the Company's Administrator role in iCXWeb.

6. The document shall include the exact phrases:

    a. That (Name, Title) of all authorized signers, of the (Company Name), on behalf of the company, is authorized to enter into a specific contract, lease, or other agreements, and further authorizing said officer to execute any documents which may be in his/her judgment to be desirable or necessary to effect the purpose of this vote.

    b. I HEREBY CERTIFY THAT SAID VOTE HAS NOT BEEN AMENDED OR REPEALED AND REMAINS IN FULL FORCE AND EFFECT AS OF THE (DATE SIGNED) AND THAT (NAME OF COMPANY PRESIDENT) IS THE DULY ELECTED PRESIDENT OF THIS COMPANY.

7. Attest by Corporate Secretary

8. Date signed by the Corporate Secretary

9. Corporate Seal

B. CA-94 – Schedule of Insurance Rates on Extra Work. This is a document that outlines insurance rates. This form can be completed by a company's insurance provider to provide the following information:

1. Worker's Compensation items by classification number and rate.

2. General Liability by classification number and rate.

3. Automobile Liability by classification number and rate.

4. Federal Social Security Act rate.

5. Federal Unemployment Insurance rate (Net).

6. Vermont Unemployment Compensation Act rate.

7. Sign and Date

C. Contract Bonds. A successful bidder entering into a contract for any portion of the work included in a proposal shall provide the Agency sufficient surety in the form of; 1) a Labor and Materials Bond, and 2) a Compliance Bond, both as required by 19 V.S.A. Section 10(8) and (9).

Each bond shall be in a sum equal to one-hundred percent (100%) of the contract awarded.

The CA-112 Compliance Bond shall guarantee the faithful performance and completion of the work to be done under the contract as well as compliance with all provisions of the contract.

The CA-113 Labor and Materials Bond shall guarantee the payment in full of all bills and accounts for material and labor used in the work as well as other obligations incurred in carrying out the terms of the contract.

The bonds shall be procured from an insurance company registered and licensed to do business in the State of Vermont.

Compliant bond forms will be provided by the Agency in the Contractor Submitted Documents.

The Power of Attorney document shall also be submitted with the bonds. There will be placeholders for each individual bond and power of attorney document to be uploaded. Only Page 1 of the Power of Attorney document should be uploaded.

D. Certificate of Insurance (COI). The appropriate insurance coverage type and minimum limits shall be compliant with Subsection 103.04 of the 2024 Standard Specifications for Construction book. The Contract name and number must be included in the Description of Operations section. The Certificate Holder will be State of Vermont Agency of Transportation. The Agency's address will be 219 North Main St. Barre, VT 05641. Only the COI should be uploaded. The individual policies should not be uploaded.

E. Vermont Certificate of Compliance. The form shall be reviewed and signed where appropriate.

F. Executive Order 02-22 Vendor Certification. The form shall be reviewed and signed where appropriate.

12 SIGNING OF CONTRACT

A. General. The Contract may be viewed in iCXWeb by clicking on Menu>Award & Contract>Contract Tab. A signing link to the Contract will be provided via email to the Company once all contractor requested documents have been accepted by the Agency. The Contract shall be signed by an Authorized Signer as identified in the Corporate Resolution. The Contract shall be signed within (3) working days of receipt. The Agency will sign the Contract after the Company Authorized Signer. Once signed the executed contract will be available to view and download from iCXWeb. No Contract shall be considered in effect until it has been fully signed by all of the parties.

13 CONSEQUENCES OF NON-COMPLIANCE IN CONTRACT AWARD PROCESS

A. General. Failure to comply with any of the requirements relative to signing the Contract or failure to furnish the required documents after notice of award shall be just cause for the annulment of the award or of the Contract and/or forfeiture of the bid bond. Further, if the award or the Contract is annulled or not awarded due to inaction of the lowest responsible bidder the bid bond accompanying the proposal shall become the property of the State.

B. Further Action by the Agency. If the award or the Contract is annulled, the Agency may award the Contract to the next lowest responsible bidder, re-advertise the Contract, or take other action as the Agency may decide is in its best interest.

If the Contract is awarded to the next lowest responsible bidder all requirements stated within shall apply.

C. Failure to Sign Contract Within Required Time. Failure by a Contractor to sign the contract within the required time specified, shall not be a reason for an extension of the completion date of the Contract.

January 2026
CR110

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 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.

Subcontractor Payments. In accordance with VTrans Standard Specifications for Construction, Section 107.01(h), on all federal-aid and state funded contracts, the Contractor, during the life of the Contract and on a monthly basis, shall submit a listing of payments to subcontractors using the tool specified in the Civil Rights Compliance Requirement document located in the working drawer in Doc Express. Reports are due to the Agency Office of Civil Rights by 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: February 13, 2026

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. **Nondiscrimination:**

    A. **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.

    B. **IT Accessibility Standards:** Party acknowledges and agrees that any digital products, services, and content provided under this Agreement, whether supporting State programs or intended for the State's use, must adhere to the State's accessibility standards and guidelines as established by Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35) (hereinafter, for purposes of this subsection B, the “Rule”). The Rule requires communication and content on web platforms and mobile applications to meet or exceed specific success criteria and conformance requirements. The Rule applies to websites, software applications, electronic reports and output documentation, and training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), and other digital content. Information concerning the Rule and the State’s Universal Digital Accessibility resources are available on the State’s Communications and Marketing Office website at: https://cmo.vermont.gov.

        i. Party warrants that the software, products, services, or subscriptions provided under this Agreement, whether supporting State programs or intended for the State's use (hereinafter, for purposes of this subsection B, “Products”) comply with the Rule and agrees to defend, indemnify, and hold harmless the State against any claims related to a Product’s non-compliance with the Rule.

        ii. When updates or upgrades are made to the Products available through this Agreement, the Party agrees:

a) to develop functionality that supports accessibility in conformance with the Rule and, if any issues arise due to nonconformance with the Rule, to provide alternative solutions upon request at no additional cost to the State; and

b) to document how the changes will impact or improve the Product's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the update or upgrade, occurring within an agreed timeframe sufficient for the State to review the changes and either approve them or request a remediation plan from the Party.

iii. If agreed-upon updates fail to improve the Product's accessibility or usability as planned, such failure shall be a material breach of 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:**
    A. **Organizational Conflict of Interest (OCOI):** An OCOI arises when the Party as a business entity has an interest (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of this Agreement.
    B. **Personal Conflict of Interest (PCOI):** A PCOI arises when an interest held by an agent or employee of the Party could undermine, or reasonably be perceived to undermine, the faithful and unbiased performance of this Agreement.
    C. **Requirements:** Party shall not have PCOIs or OCOI's with respect to this Agreement nor with respect to any other agreement(s) it may hold with the State. To ensure that PCOIs and OCOIs do not exist, the Party shall:
        i. Conduct an internal review of its current affiliations and activities and employees and agents and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to this Agreement.

ii. Maintain effective oversight to verify compliance with PCOI and OCOI prohibitions.

iii. Prevent PCOIs, including not assigning or allowing an employee to perform any role or task under this Agreement for which the Party has identified a PCOI.

iv. Inform employees and agents of their obligation to disclose PCOIs and to comply with the confidentiality provisions and any non-disclosure agreement required by this Agreement.

v. Make an immediate and full disclosure, in writing, to the State point of contact for this Agreement of any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to this Agreement.

D. **Remedies:**

i. In the event the State determines that a PCOI or OCOI exists, the State will discuss the matter with the Party to determine whether the PCOI or OCOI can be mitigated to the State's satisfaction.

ii. If the State does not deem mitigation practicable, the State may terminate all or a portion of this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.

iii. If Party fails to disclose facts pertaining to the existence of a potential or actual PCOI or misrepresents relevant information to the State, the State may terminate this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.

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 State 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.

CA-26

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

1. As used in these specifications:

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

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

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

   A Minority Group Member is:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF VERMONT
AGENCY OF TRANSPORTATION

November, 1985
CA-109

CONTRACTOR'S EEO CERTIFICATION FORM

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

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

_____	_____	_____
Company	By	Title

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

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

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

STATE OF VERMONT
AGENCY OF TRANSPORTATION
MONTPELIER

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

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

ON FEDERAL-AID PROJECTS ONLY.

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

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

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

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	$803.00	$5.99

VERMONT AGENCY OF TRANSPORTATION
PROPOSAL SCHEDULE OF PAY ITEMS

LETTING DATE: 11/06/2026 11:00 AM

CONTRACT ID:C03156

PROJECT(S):Northfield-Williamstown STP SURF(76) & Randolph STP SURF(78)

ITEM NO.	DESCRIPTION	QUANTITY	UNITS
ITEMS COMMON TO ALL ALTERNATES			
203.4000	SHOULDER BERM REMOVAL	15,275.000	LF
204.2200	TRENCH EXCAVATION OF EARTH, EXPLORATORY (N.A.B.I.)	2.000	CY
210.1200	FINE-MILLING, BITUMINOUS PAVEMENT	217,500.000	SY
213.3015	MILLED RUMBLE STRIPS, SINUSOIDAL CENTERLINE	16,550.000	LF
402.1300	AGGREGATE SHOULDERS, RAP	1,750.000	TON
404.1100	TACK COAT, EMULSIFIED ASPHALT	1,525.000	CWT
404.3100	FOG SEAL, EMULSIFIED ASPHALT	50.000	CWT
406.0330	BITUMINOUS CONCRETE PAVEMENT, TYPE IIIS, QA TIER III	255.000	TON
406.0410002	BITUMINOUS CONCRETE PAVEMENT, THIN OVERLAY	12,700.000	TON
406.2400	BITUMINOUS CONCRETE PAVEMENT, SURFACE PREPARATION, TYPE IVS	450.000	TON
406.9100	PAY ADJUSTMENT, BCP, MIXTURE PROPERTIES (N.A.B.I.)	1.000	DL
406.9100003	PAY ADJUSTMENT, BCP, TO, MIXTURE PROPERTIES (N.A.B.I.)	2.000	DL
410.1000	MATERIAL TRANSFER VEHICLE	12,955.000	TON
417.2000	BITUMINOUS CRACK SEALING, "BLOW AND GO" METHOD (ASTM D 6690 TYPE II)	25,600.000	LB
418.1000	ASPHALTIC APPROACH MATERIAL	120.000	SF
516.1000	BRIDGE EXPANSION JOINT, ASPHALTIC PLUG	130.000	LF
604.4101	REHABILITATING DIS, CATCH BASINS, OR MANHOLES, CLASS I	7.000	EACH
604.4102	REHABILITATING DIS, CATCH BASINS, OR MANHOLES, CLASS II	1.000	EACH
604.4103	REHABILITATING DIS, CATCH BASINS, OR MANHOLES, CLASS III	1.000	EACH
608.2501	ALL-PURPOSE EXCAVATOR RENTAL, TYPE I	160.000	HR
608.3001	POWER BROOM RENTAL, TYPE I	75.000	HR
608.3002	POWER BROOM RENTAL, TYPE II	140.000	HR
608.3700	TRUCK RENTAL	320.000	HR
608.4001	LOADER RENTAL, TYPE I	50.000	HR
621.1560	TRAFFIC BARRIER DELINEATOR	400.000	EACH
630.1000	UNIFORMED TRAFFIC OFFICERS	2,300.000	HR
630.1500	FLAGGERS	4,485.000	HR
631.1000	FIELD OFFICE, ENGINEER'S	1.000	LS
631.1700	TESTING EQUIPMENT, BITUMINOUS	1.000	LS
631.2600	FIELD OFFICE COMMUNICATIONS (N.A.B.I.)	3,000.000	DL
634.1000	EMPLOYEE TRAINEESHIP	520.000	HR
635.1100	MOBILIZATION/DEMOBILIZATION (STP SURF(76))	1.000	LS
635.1100	MOBILIZATION/DEMOBILIZATION (STP SURF(78))	1.000	LS
641.1100	TRAFFIC CONTROL, ALL-INCLUSIVE (STP SURF(76))	1.000	LS
641.1100	TRAFFIC CONTROL, ALL-INCLUSIVE (STP SURF(78))	1.000	LS
641.1500	PORTABLE CHANGEABLE MESSAGE SIGN	12.000	EACH
646.6020	TEMPORARY 4 INCH WHITE LINE, PAINT	236,500.000	LF
646.6120	TEMPORARY 4 INCH YELLOW LINE, PAINT	218,685.000	LF
646.6420	TEMPORARY 8 INCH WHITE LINE, PAINT	800.000	LF
646.6520	TEMPORARY 8 INCH YELLOW LINE, PAINT	1,575.000	LF
646.6820	TEMPORARY 24 INCH STOP BAR, PAINT	520.000	LF
646.6920	TEMPORARY LETTER OR SYMBOL, PAINT	188.000	EACH
646.7600	LINE STRIPING TARGETS	22,800.000	EACH
676.1000	DELINEATOR WITH STEEL POST	20.000	EACH

VERMONT AGENCY OF TRANSPORTATION
PROPOSAL SCHEDULE OF PAY ITEMS

LETTING DATE: 11/06/2026 11:00 AM

CONTRACT ID:C03156

PROJECT(S):Northfield-Williamstown STP SURF(76) & Randolph STP SURF(78)

ITEM NO.	DESCRIPTION	QUANTITY	UNITS
676.1200	REMOVAL OF EXISTING DELINEATOR AND POST	20.000	EACH
690.0300	PRICE ADJUSTMENT, ASPHALT (N.A.B.I.)	2.000	DL
690.0400	PRICE ADJUSTMENT, FUEL (N.A.B.I.)	2.000	DL
OPTION - DURABLE 24 INCH STOP BAR OPTIONS - DURABLE 24 INCH STOP BAR, EPOXY			
646.4830	DURABLE 24 INCH STOP BAR, EPOXY PAINT	930.000	LF
OPTION - DURABLE 24 INCH STOP BAR OPTIONS - DURABLE 24 INCH STOP BAR, POLYUREA			
646.4840	DURABLE 24 INCH STOP BAR, POLYUREA	930.000	LF
OPTION - DURABLE LETTER OR SYMBOL OPTIONS - DURABLE LETTER OR SYMBOL, EPOXY			
646.4930	DURABLE LETTER OR SYMBOL, EPOXY PAINT	256.000	EACH
OPTION - DURABLE LETTER OR SYMBOL OPTIONS - DURABLE LETTER OR SYMBOL, POLYUREA			
646.4940	DURABLE LETTER OR SYMBOL, POLYUREA	256.000	EACH
OPTION - PAVEMENT MARKING OPTIONS - EPOXY PAINT ITEMS			
646.4030	DURABLE 4 INCH WHITE LINE, EPOXY PAINT	119,500.000	LF
646.4130	DURABLE 4 INCH YELLOW LINE, EPOXY PAINT	110,100.000	LF
646.4430	DURABLE 8 INCH WHITE LINE, EPOXY PAINT	400.000	LF
646.4530	DURABLE 8 INCH YELLOW LINE, EPOXY PAINT	605.000	LF
OPTION - PAVEMENT MARKING OPTIONS - POLYUREA PAINT ITEMS			
646.4040	DURABLE 4 INCH WHITE LINE, POLYUREA	119,500.000	LF
646.4140	DURABLE 4 INCH YELLOW LINE, POLYUREA	110,100.000	LF
646.4440	DURABLE 8 INCH WHITE LINE, POLYUREA	400.000	LF
646.4540	DURABLE 8 INCH YELLOW LINE, POLYUREA	605.000	LF