

US DEPARTMENT OF LABOR
DAVIS-BACON RATES

CHITTENDEN COUNTY

"General Decision Number: VT20200059 02/07/2020

Superseded General Decision Number: VT20190059

State: Vermont

Construction Type: Highway

County: Chittenden County in Vermont.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/24/2020
1	02/07/2020

SUVT2017-020 08/06/2019

	Rates	Fringes
CARPENTER, Includes Form Work. . . .	\$ 21.66	3.58

LABORER: Common or General, Includes Asphalt Raker, Shovel er, Spreader and Di stri butor.	\$ 17.57	2.04
OPERATOR: Backhoe/Excavator/Trackhoe.	\$ 20.76	1.96
OPERATOR: Bobcat/Ski d Steer/Ski d Loader.	\$ 20.96	5.99
OPERATOR: Broom/Sweeper.	\$ 18.57	2.47
OPERATOR: Loader.	\$ 21.50	2.41
OPERATOR: Milling Machi ne.	\$ 28.48	13.11
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).	\$ 21.41	3.55
OPERATOR: Pounder.	\$ 22.30	5.04
TRAFFIC CONTROL: Fl agger.	\$ 12.66	0.00
TRUCK DRIVER, Includes all axl es i ncl udi ng Dump Trucks.	\$ 18.88	2.33

WELDERS - Receive rate prescribed for craft performing
operati on to whi ch wel di ng is i nci dental .

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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 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) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

MATERIALS RECORD & CERTIFICATION PACKAGE



Contract: Village of Essex Junction TAP TA 16(7) (Gravel Wetland)

ie. 16821027 Philadelphia STP 1682(1)

Material Code & Name: 713.01, Bar Reinforcement

ie. 728.03(d) Hardware for Box Beam Rail Required 'Title' for DocExpress Submission

Project Pin: _____

ie. 16C001

Required 'Types' for DocExpress Submission, select the following:

1) 16821027; 16C001; 0100; 621.20 STEEL BEAM GUARD., GALVANIZED

Line Item Number: _____

2) Buy America

ie. 0100

Pay Item: 604.11, Concrete Catch Basin W/ Cast Iron Grate (6' Diameter)

ie. 621.20 STEEL BEAM GUARD., GALVANIZED

Manufacturer: _____

ie. Independent Bolt Works in Valley Forge, PA

Quantity & Units of Material: _____

ie. 40 EA of 728.03(d)

Quantity & Units of Pay Item: _____

Contractor use only

ie. 100 LF of 621.20 (Representative of 40 EA of 728.03(d))

I hereby certify the material installed under the Pay Item and Material Code identified above conforms to the requirements of the Vermont Agency of Transportation Standard Specifications for Construction, General Special Provisions, Plans and Project Special Provisions as applicable. This includes certification that the material conforms to the Buy America Provisions of 23 CFR § 635.410, that all related processes including melting, rolling, cutting, welding, fabrication, and the process of applying a coating occurred within the United States of America. Signing this document does not alleviate the signee of providing evidence of such a request.

I understand that this certification is subject to the Vermont False Claims Act set forth in 32 V.S.A. § 630 et seq., and that we shall not discriminate or retaliate against any employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or act threatening health or safety, including but not limited to allegations concerning the False Claims Act.

Authorized Representative (Print): _____

Signature: _____

Company: _____

Representing (Manufacturer, Supplier or Contractor): _____

Phone Number: _____ Email: _____

Manufacturers, suppliers or contractors may certify materials with the understanding that those certifying the material assume full legal responsibility of the material and are subject to providing documentation verifying the material meets all requirements upon demand.

Certifications shall be submitted to Project Manager



Contract: Village of Essex Junction TAP TA 16(7) (Gravel Wetland) *ie. 16821027 Philadelphia STP 1682(1)*

Material Code & Name: 713.05, Welded Wire Reinforcement *ie. 728.03(d) Hardware for Box Beam Rail Required 'Title' for DocExpress Submission*

Project Pin: *ie. 16C001* Required 'Types' for DocExpress Submission, select the following:

Line Item Number: *ie. 0100* 1) 16821027; 16C001; 0100; 621.20 STEEL BEAM GUARD., GALVANIZED
2) Buy America

Pay Item: 604.11, Concrete Catch Basin W/ Cast Iron Grate (6' Diameter) *ie. 621.20 STEEL BEAM GUARD., GALVANIZED*

Manufacturer: *ie. Independent Bolt Works in Valley Forge, PA*

Quantity & Units of Material: *ie. 40 EA of 728.03(d)*

Quantity & Units of Pay Item: Contractor use only *ie. 100 LF of 621.20 (Representative of 40 EA of 728.03(d))*

I hereby certify the material installed under the Pay Item and Material Code identified above conforms to the requirements of the Vermont Agency of Transportation *Standard Specifications for Construction*, General Special Provisions, Plans and Project Special Provisions as applicable. This includes certification that the material conforms to the Buy America Provisions of 23 CFR § 635.410, that all related processes including melting, rolling, cutting, welding, fabrication, and the process of applying a coating occurred within the United States of America. Signing this document does not alleviate the signee of providing evidence of such a request.

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Authorized Representative (Print): _____

Signature: _____

Company: _____

Representing (Manufacturer, Supplier or Contractor): _____

Phone Number: _____ Email: _____

Manufacturers, suppliers or contractors may certify materials with the understanding that those certifying the material assume full legal responsibility of the material and are subject to providing documentation verifying the material meets all requirements upon demand.

Certifications shall be submitted to Project Manager



Certification Form

Agency of Transportation

EACH FIELD MUST BE COMPLETED PRIOR TO SUBMISSION

vtrans.vermont.gov

Certification Type: Type D
Type A or Type D

Type D Certifications must be accompanied by a Certificate of Analysis (COA) as well as a Certificate of Compliance (COC) "Backup Documentation"

Contract: Village of Essex Junction TAP TA 16(7) (Gravel Wetland)

ie. 16821027 Philadelphia STP 1682(1)

Material Code & Name: 715.01, Iron Casting

Project Pin: _____ *ie.* 728.03(d) Hardware for Box Beam Rail Required "Title" for DocExpress Submission

ie. 16C001

Required 'Types' for DocExpress Submission, select the following:

Line Item Number: _____
ie. 0100

- 1) 16821027; 16C001; 0100; 621.20 STEEL BEAM GUARD, GALVANIZED
- 2) Certification

Pay Item: 604.11, Concrete Catch Basin W/ Cast Iron Grate (6' Diameter)

ie. 621.20 STEEL BEAM GUARD, GALVANIZED

Manufacturer: _____

Numerical Identifier(s): _____

ie. Independent Bolt Works in Valley Forge, PA

ie. Lot, Batch, Heat #, Appendix Title or other Unique Identifier

Quantity & Units of **Material**: _____

ie. 40 EA of 728.03(d)

Quantity & Units of **Pay Item**: _____

Buy America

Contractor Use Only

ie. 100 LF of 621.20 (Representative of 40 EA of 728.03(d))

Not Applicable

Applicable (if DOES NOT MEET, a Buy America Waiver must be included with submission)

Meets Buy America 23 CFR § 635.410

Does Not Meet Buy America 23 CFR § 635.410

I hereby certify the material installed under the Pay Item and Material Code identified above conforms to the requirements of the Vermont Agency of Transportation *Standard Specifications for Construction*, General Special Provisions, Plans and Project Special Provisions as applicable. Signing this document does not alleviate the signee of providing evidence of such a request.

I understand that this certification is subject to the Vermont False Claims Act set forth in 32 V.S.A. § 630 et seq., and that we shall not discriminate or retaliate against any employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or act threatening health or safety, including but not limited to allegations concerning the False Claims Act.

Signature: _____ Print: _____

Company: _____

Representing (Manufacturer, Supplier or Contractor): _____

Phone Number: _____ Email: _____

Manufacturers, suppliers or contractors may certify materials with the understanding that those certifying the material assume full legal responsibility of the material and are subject to providing documentation verifying the material meets all requirements upon demand.

Certifications shall be submitted to Project Manager



Certification Form

Agency of Transportation

EACH FIELD MUST BE COMPLETED PRIOR TO SUBMISSION

vtrans.vermont.gov

Certification Type: Type D
Type A or Type D

Type D Certifications must be accompanied by a Certificate of Analysis (COA) as well as a Certificate of Compliance (COC) "Backup Documentation"

Contract: Village of Essex Junction TAP TA 16(7) (Gravel Wetland)

ie. 16821027 Philadelphia STP 1682(1)

Material Code & Name: 755.11(a), Rolled Erosion control Product, Type I

Project Pin: ie. 728.03(d) Hardware for Box Beam Rail Required "Title" for DocExpress Submission

ie. 16C001

Required 'Types' for DocExpress Submission, select the following:

Line Item Number: ie. 0100

- 1) 16821027; 16C001; 0100; 621.20 STEEL BEAM GUARD, GALVANIZED
- 2) Certification

Pay Item: 653.2, Rolled Erosion Control Product, Type I

ie. 621.20 STEEL BEAM GUARD, GALVANIZED

Manufacturer: _____

Numerical Identifier(s): ie. Independent Bolt Works in Valley Forge, PA

ie. Lot, Batch, Heat #, Appendix Title or other Unique Identifier

Quantity & Units of **Material**: _____

ie. 40 EA of 728.03(d)

Quantity & Units of **Pay Item**: _____

Buy America

Contractor Use Only

ie. 100 LF of 621.20 (Representative of 40 EA of 728.03(d))

Not Applicable

Applicable (if DOES NOT MEET, a Buy America Waiver must be included with submission)

Meets Buy America 23 CFR § 635.410

Does Not Meet Buy America 23 CFR § 635.410

I hereby certify the material installed under the Pay Item and Material Code identified above conforms to the requirements of the Vermont Agency of Transportation *Standard Specifications for Construction*, General Special Provisions, Plans and Project Special Provisions as applicable. Signing this document does not alleviate the signee of providing evidence of such a request.

I understand that this certification is subject to the Vermont False Claims Act set forth in 32 V.S.A. § 630 et seq., and that we shall not discriminate or retaliate against any employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or act threatening health or safety, including but not limited to allegations concerning the False Claims Act.

Signature: _____ Print: _____

Company: _____

Representing (Manufacturer, Supplier or Contractor): _____

Phone Number: _____ Email: _____

Manufacturers, suppliers or contractors may certify materials with the understanding that those certifying the material assume full legal responsibility of the material and are subject to providing documentation verifying the material meets all requirements upon demand.

Certifications shall be submitted to Project Manager

Vermont Agency of Transportation
Sampling Checklist Report

Date: 6/3/2019 Checked By: Logan Roth-Longe
Date: Correction By:

Contract ID: Village of Essex Junction TAP TA 16(7) (Gravel Wetland)

Line Item	Material Code	Item Code	Material Name	Acpt Method	Test Method	Correction Made	Notes
201.11 CLEARING AND GRUBBING, INCLUDING INDIVIDUAL TREES AND STUMPS							
			No Applicable Acceptance Requirements				
203.15 COMMON EXCAVATION							
			No Applicable Acceptance Requirements				
203.30 EARTH BORROW							
	703.02		Earth Borrow	Test	T 99		Moisture-Density
	703.02		Earth Borrow	Test	T 310		Moisture, Density
204.30 GRANULAR BACKFILL FOR STRUCTURES							
	704.08		Granular Backfill for Structures	Test	T 27, T 11		Gradation
	704.08		Granular Backfill for Structures	Test	T 310		Moisture, Density
301.2500 SUBBASE OF CRUSHED GRAVEL, COURSE GRADED							
	704.05A		Crushed Gravel for Subbase, Course Graded	Test	T 27, T 11		Gradation
	704.05A		Crushed Gravel for Subbase, Course Graded	Test	AOT MRD 55		Moisture, Density
601.0905 12" CPEP							
	710.03		Corrugated Polyethylene Pipe	Appd	TA556		Approved Product
601.0915 18" CPEP							
	710.03		Corrugated Polyethylene Pipe	Appd	TA556		Approved Product
601.09 24: CPEP							
	710.03		Corrugated Polyethylene Pipe	Appd	TA556		Approved Product
604.11 CONCRETE CATCH BASIN W/ CAST IRON GRATE (6' DIA)							
1	713.01		Bar Reinforcement	N/A	BuyAmerica		Buy America Declaration
2	713.05		Welded Wire Reinforcement	N/A	BuyAmerica		Buy America Declaration
3	715.01		Iron Castings	CrtD	CT-TYPED00		b or c
613.11 STONE FILL, TYPE II							
			No Applicable Acceptance Requirements				
630.100 UNIFORMED TRAFFIC OFFICERS							
			No Applicable Acceptance Requirements				
630.15 FLAGGERS							
			No Applicable Acceptance Requirements				
635.110 MOBILIZATION/ DEMOBILIZATION							
			No Applicable Acceptance Requirements				
641.100 TRAFFIC CONTROL							
			No Applicable Acceptance Requirements				
649.31 GEOTEXTILE UNDER STONE FILL							
	720.04		Geotextile Under stone Fill	Appd	TA556		Approved Product
651.15 SEED							
			No Applicable Acceptance Requirements				
651.15 WETLAND PLANT SEED							
			No Applicable Acceptance Requirements				
651.180 FERTILIZER							
			No Applicable Acceptance Requirements				
651.20 AGRICULTURAL LIMESTONE							
			No Applicable Acceptance Requirements				
651.350 TOPSOIL							
			No Applicable Acceptance Requirements				
653.100 HAY MULCH							
			No Applicable Acceptance Requirements				
653.20 ROLLED EROSION CONTROL PRODUCT, TYPE I							
4	755.11(a)		Rolled Erosion Control Product, type I	CertD	CT-TYPED00		
653.476 SILT FENCE, TYPE II							
	720.07		Geotextile for Silt Fence	Appd	TA556		Approved Product
653.55 PROJECT DEMARCATION FENCE							
			No Applicable Acceptance Requirements				
656.850 TREE PROTECTION							
			No Applicable Acceptance Requirements				
900.608 SPECIAL PROVISION (PEAS STONE 3/8")							
	CSP.01		Special Provision	Test	T 27, T 11		Gradation
900.608 SPECIAL PROVISION (WASHED STONE 3/4")(FPQ)							
	704.16		Drainage Aggregate	Test	T 27, T 11		Gradation
900.608 SPECIAL PROVISION (HYDRIC SOIL)							
	CSP.01		Special Provision	Test	T 27, T 11		Gradation

RIGHT OF WAY AND UTILITY CLEARANCE

Agency of Transportation

Office Memorandum

To: Distribution

From: Robert M. White, Right of Way Chief

Date: February 21, 2019

**Subject: Essex Junction TAP TA16 (7)
Brickyard Road & Mansfield Avenue
16F047**

Right of Way Certificate

This is to certify that:

1. All necessary rights-of-way have been acquired including legal and physical possession and the Town of Essex Junction has the right to enter on all lands. Therefore, the right-of-way is clear.
2. All acquisitions were in accordance with current Federal Highway Administration Directives and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
3. No acquisition required compliance with the provisions of Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
4. There were no items in mitigation of right-of-way damages.
5. There are no Right-of-Way Special Agreements on this project.

Robert M. White

Digitally signed by Robert M. White

Date: 2019.02.21 17:38:07 -05'00'

Robert M. White, Right of Way Chief

RMW:bam

Distribution

Marvin D. Kingsbury, Federal Funds Administrator, Federal Programs Section
Jon Lemieux, Project Supervisor, Municipal Assistance Bureau, Transportation Alternatives Section.

Craig Keller, Chief of Utilities & Permits Section

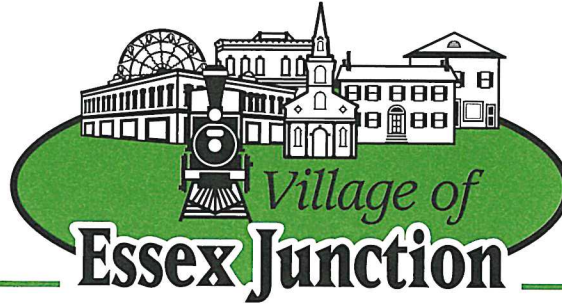
Meredith Asselin, Financial Administrator, Finance & Administration Section

Kenneth R. Sikora, Jr., FHWA

Patrick Kirby, FHWA

ROW General File (original)

2 Lincoln Street
Essex Junction, VT 05452-3154
www.essexjunction.org



P: 802-878-6944
F: 802-878-6946
E: admin@essexjunction.org

May 10, 2019

Utility and Railroad Clearance for: TAP TA 16(7)

To Project File,

To comply with the requirements of 23 C.F.R. 635.309b, all applicable utility and railroad coordination has been completed for the subject project.

All necessary arrangements have been made for the utility work to be undertaken and completed as required for proper coordination with physical construction schedules, with necessary agreements consummated with the appropriate parties concerned.

Utility adjustments **are not** required by proposed construction plans for the subject project.

No railroad is impacted by this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "James J. Jones", written over a horizontal line.

Signature

A handwritten title in blue ink, "Water Quality Supt.", written over a horizontal line.

Title

A handwritten date in blue ink, "5/10/2019", written over a horizontal line.

Date

cc: LTF Project Supervisor

S:\GRANTS\Stormwater\Mansfield Brickyard (VTRANS TAP Grant)\ROW\FINAL ROW PLANS\20190509 - RR Utility Clearance.docx

SAMPLE CONSTRUCTION AGREEMENT

“SAMPLE CONSTRUCTION CONTRACT”
(for projects using federal funds)

CONSTRUCTION CONTRACT

1. Parties. This is a construction contract made this add day here day of add month here, 20add year here between the add Municipality name here (hereafter called "Owner"), and add Contractor name here of add Contractor's address here, a corporation, incorporated under the laws of the State of add Contractor's State of Incorporation here, its successors and assigns, (hereafter called "Contractor").

2. Subject Matter. The Contractor, in consideration of the payment or payments specified in this Contract and agreed to by the Owner, hereby agrees to furnish all the materials and to perform all the work and labor in the improvement of a certain project in the add Project Location here, at the unit prices bid by Contractor for the respective estimated quantities, aggregating approximately the sum of add Project Bid Total here (\$\$\$), and such other items, as are mentioned in the original Proposal. The original Proposal and prices named, together with the Standard Specifications for Construction ("Specifications") as are listed in the Schedule of Prices, are made a part of this Contract. Also, the drawings of the roadway prepared by the add name of Project Design Firm here are made a part this Contract. The project is situated as follows: add Project Name, Number and Description here.

3. Labor and Material; Specifications. The Contractor shall perform all the work and labor in the best and most workmanlike manner. The materials and labor shall be in strict and entire conformity, in every respect, with the Specifications and drawings and shall be subject to the inspection and approval of the Owner. If any of the material or labor shall be rejected by the Owner as defective or unsuitable, then the Contractor shall remove and replace the defective or unsuitable materials with other approved materials and do the labor anew, to the satisfaction and approval of the Owner, at the cost and expense of the Contractor. The Standard Specifications for Construction, approved and adopted by the Agency of Transportation in 2011 are incorporated herein, and made a part of this Contract

4. Time for Performance; Liquidated Damages. The Contractor shall furnish the materials and perform the labor in every respect to the satisfaction and approval of the Owner, on or before add Project Completion Date here after written notice has been given by the Engineer to begin work. In case of the failure on the part of the Contractor, for any reason, except as provided in this Contract, to complete the furnishing of the materials and performing the work on or before add Completion Date here the Owner shall deduct from any moneys due or which may become due the Contractor, or if no moneys shall be due, the Owner shall have the right to recover the amount of liquidated damages as provided in the Specifications for each and every day

elapsing between the time stipulated for the completion and the actual date of completion, in accordance with the terms of the Contract Any such deductions or sums to be recovered are not penalties but liquidated damages. However, the Owner at its discretion, shall make allowance over the period specified for the completion of the work, for causes over which the Contractor has no control and which must delay the completion of the work, in such case, the Contractor shall become liable for liquidated damages for delays beginning from the date on which the extended period shall expire.

5. Extra Work or Materials; Claims. The Contractor understands and agrees that the Owner will not allow any claim for extra work or materials, not specifically provided in this Contract. The Contractor shall not do any work or furnish any materials not covered by these Specifications and Contract, unless such work is ordered in writing by the Owner. In no event shall the Contractor incur any liability by reason of any verbal directions or instructions that he may be given by the Owner. The Owner will not be liable for any materials furnished or used or for any work or labor done, unless the materials, work or labor are required of the Contractor on written order furnished by the Owner. Any such work or material which may be done or furnished by the Contractor without such written order first being given by the Owner shall be at the Contractor's own risk, cost and expense. The Contractor agrees that without such written order the Contractor shall make no claim for compensation for work or materials so done or furnished.

6. Assignment; Subcontracting. The Contractor shall not assign this Contract or any part of this Contract, or any right to any moneys to be paid the Contractor under this Contract, without the prior written approval of the Owner. The Contractor shall not subcontract any part of the work to be done or materials furnished under the Contract without the written approval of the Owner. The Contractor shall perform a minimum of 50% of the work with their own forces.

7. Acceptance of Final Payment; Release. The Contractor's acceptance of the final payment shall be considered as a release in full of all claims against the Owner arising out of, or by reason of the work done and materials furnished under this Contract.

8. Bonds. The Bonds given by the Contractor, a Performance Bond in a sum equal to one-hundred (100) per centum, and a Payment (Labor and Materials) Bond in the sum equal to one-hundred (100) per centum of the total contract price of the work to be done, to secure a proper compliance with the terms and provisions of this Contract, are attached to and made a part of this Contract.

9. Dispute Resolution; Exclusivity of Administrative Remedies. All questions or disputes arising between the parties hereto respecting any matter pertaining to this Contract or any part of this Contract, or any breach of this Contract shall be referred to the governing body of the Owner. Should a claim be denied in whole or in part by the governing body of the Owner, the Contractor may appeal to the VTrans Chief Engineer, whose decision and award shall be final, binding and conclusive upon all parties, subject to the right of appeal to the Transportation Board under 19 V.S.A. § 5(d) (4). All other rights or rights

of action at law or in equity under and by virtue of this Contract and all matters connected with and relating to this Contract are hereby expressly waived.

10. Compensation for Contract Work. The Contractor agrees to receive the prices set forth in the Schedule of Prices as full compensation for furnishing all the materials and labor which may be required in the prosecution and completion of the whole of the work to be done under this Contract and in all respects to complete this Contract to the satisfaction of the Owner.

11. Contract Documents. The term Contract Documents means and includes each and every one of the following, in their individual entireties (those listed as attachments shall be physically attached to the Contract):

Included as attachments:

- Schedule of Prices (Bid Form) (attach contractor's bid form)
- Contractors EEO Certification Form CA-109 – Appendix A (attach contractor's EEO form)
- Debarment & Non-Collusion Affidavit CA-91 – Appendix B (attach contractor's affidavit)
- Worker Classification Compliance Requirement (*Prime Contractor*) – Appendix C (attach contractor's filled out form)
- Required Contract Provisions for Federal-Aid Construction, FHWA Form 1273 – Appendix D (Form 1273 must also be attached to all subcontracts)
- Standard Federal EEO Specifications, (Executive Order 11246) CA-26 – Appendix E
- Certification of Federal Aid Contracts CA-163 – Appendix F
- Vermont Minimum Labor & Truck Rates – Appendix G
- Disadvantaged Business Enterprise (DBE) Policy Contract Requirements CR-110– Appendix H
- Compliance Bond – Appendix J (attach contractor's Performance Bond)
- Labor & Materials Bond – Appendix K (attach contractor's Payment Bond)
- Standard Title VI/Non-Discrimination Assurances – Appendix M
- Certificate of Workers' Compensation Coverage (Prime Contractor) – Appendix N

Included by reference:

- Invitation for Bids
- Instruction to Bidders
- Project Special Provisions
- VTrans 2018 Standard Specifications for Construction
- General Special Provisions (VAOT) for All Projects dated [January 18, 2019](#) - Appendix I
- Project Permits (Highway Access Permit, etc.) (none in place at this time)
- Environmental Permits (none in place at this time)
- US Department of Labor Davis-Bacon Rates
- Approved Project Change Orders - Appendix L
- Right of Way and Utility Clearance
- Materials Record and Certification Package
- Work Zone Safety and Mobility Guidance Document – Appendix O

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, each of which shall be deemed an original on the date first above written.

OWNER:

Name _____

Signature _____

Title _____

(SEAL)

Attest _____

Name _____

(Please Type)

Title _____

CONTRACTOR:

Firm _____

Name and Title _____

Signature _____

Address _____

(SEAL)

Attest: _____

Name: _____

(Please Type)

Title _____