

**Town of Royalton
Response to July 2023 Flood Event
Carpenter Field Restoration - Contract “L”**

Contract Documents for:

Carpenter Field Restoration - Contract “L”

VT Agency of Transportation 2024 Standard Specifications for Construction shall apply to this contract.

Owner:

Town of Royalton
Vermont Royalton Municipal Building
2460 VT Route 14
P.O. Box 680
South Royalton, VT 05068

**Town of Royalton
Response to July 2023 Flood Event
Carpenter Field Restoration – Contract “L”**

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**Town of Royalton
Response to July 2023 Flood Event
Carpenter Field Restoration – Contract L**

INVITATION FOR BIDS

Sealed bids from qualified contractors shall be accepted until 11:00 am prevailing time on November 27, 2023 at the Royalton Municipal Building, 2460 Vt Rt 14, P.O. Box 680, South Royalton, VT 05068, for construction of the project hereinafter described. Bid opening will occur immediately after the bid submittal deadline. The time of receiving and opening bids may be postponed due to emergencies or unforeseen conditions.

Sealed BIDS shall be marked in the lower left-hand corner: “Bid Documents: Town of Royalton Response to July 2023 Flood Event, Carpenter Field Restoration – Contract L”

LOCATION: The project consists of restoration of the Carpenter Athletic Fields located at 147 Cameron Way near The Vermont Law and Graduate School campus in the Town of Royalton. Lat/Long of the project area is approximately: 43.823249, -72.524514. Project site is located along the White River approximately 500’ upgradient of the confluence with the First Branch tributary of the White River.

PROJECT DESCRIPTION: These contract documents represent work for the restoration necessary to re-establish athletic fields for use by Youth and Adult Recreation sports. The July 2023 Flood Event carried debris and sediment deposits that accumulated on the municipally owned and operated recreation fields. An estimated 705 cubic yards (CY) of sandy silty debris was deposited at varying depths up to 4” thick across varying locations of the 1.2+/- acres of recreation field area. The following is a brief description of work to be performed under the contract:

- Remove silt/sediment from grassed surfaces.
- Restoration of grassed surfaces within silt/sediment removal area and all areas of disturbance to facilitate construction activities.
- Remove and replace specific surface materials for Baseball Infield, Softball Infield and Volleyball Court
- Erosion prevention and sediment control measures shall be monitored daily and temporary stabilization measures shall be necessary with snow accumulation in a 24-hour forecasted window.

WORK SCHEDULE: The intent for project is for the silt/sediment removal and outfield restoration efforts on or before December 29, 2023, unless cold, snow, or other weather conditions require a winter shutdown, with OWNER concurrence. The intent for project is for the infield and volleyball court surface work to be performed in mid-April 2024, weather permitting, with a re-mobilization.

CONTRACT COMPLETION DATE: The efforts shall occur as noted above with substantial completion for May 1, 2023, unless other weather conditions require adjustments, with OWNER concurrence.

BID GUARENTEE: No bid guarantee required.

PERFORMANCE/PAYMENT BONDS: No payment or performance bonds required.

PLANS, SPECIFICATIONS AND PROPOSAL MAY BE SEEN AT THE OFFICE OF:

1. Royalton Municipal Building, 2460 Vt Rt 14, South Royalton, VT 05068.

AND MAY BE OBTAINED FROM: Royalton Municipal Building, 2460 Vt Rt 14, South Royalton, VT 05068. Telephone number: 802-763-7967. Email: townadmin@royaltonvt.gov

STANDARD SPECIFICATIONS: This contract is governed by the VTrans 2024 STANDARD SPECIFICATIONS FOR CONSTRUCTION, as modified.

EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION: 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 the contractor and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Generally only contracts and subcontracts of \$10,000 or under are exempt as set forth in 41 CFR 60-1.5. See Appendix A for Contractors EEO Certification Form (CA-109).

NON-COLLUSION AFFIDAVIT: Contractor is required to execute a sworn statement, certifying that the contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. See Appendix B for Debarment and Non-Collusion Affidavit (CA-91). This affidavit must be submitted with the contract.

DEBARMENT AFFIDAVIT: The Contractor is required to execute a sworn statement, certifying that the Contractor has not within the last three (3) years been, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and has not been indicted, convicted or had 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. See Appendix B for Debarment and Non-Collusion Affidavit (CA-91). This affidavit must be submitted with the contract.

NON-DISCRIMINATION IN FEDERALLY ASSISTED CONTRACTS: The Town of Royalton, VT provided all bidders same information to ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, religion, sex or national origin for an award. This is consistent with the Town's requirement to comply with provisions of Title VI.

QUESTIONS: All questions should be directed to Royalton Town Administrator Victoria Paquin 802-763-7967 email: townadmin@royaltonvt.gov prior to November 21, 2023.

Town of Royalton
Response to July 2023 Flood Event
Carpenter Field Restoration – Contract “L”

INSTRUCTIONS FOR BIDDERS

1. Bid Preparation and Submission
 - a. Bidders are expected to examine the specifications, drawings, all instructions and, the construction site. Failure to do so will be at the bidders' risk.
 - b. All bids must be submitted on the bid forms provided by the Municipality. Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidders name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of the agent's authority. (Bidders should retain a copy of their bid for their own records.)
 - c. All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.
 - d. This solicitation requires bidding on all items, failure to do so will disqualify the bid.
 - e. Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.
 - f. Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered. All blank spaces under the page(s) headed "Schedule of Items" must be filled in with ink or typewriter in both words and figures indicating the unit price for each respective bid item. The bid total shall also be entered in words and figures.
 - h. In case of a discrepancy between a unit price written in words and one entered in figures, the price written in words shall govern. In case of a discrepancy between the bid total written in words and that entered as a figure, the adjusted figure based on the written words shall govern. The estimate quantities are not guaranteed but are given as a basis for the comparison of bids.
2. Addendum to Invitation for Bids
 - a. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
 - b. Bidders shall acknowledge receipt of any addendum to this solicitation (1) by identifying the addendum number and date on the bid form, or (2) by letter, telegram, or facsimile, if those methods are authorized in this solicitation. Bids which fail to acknowledge the bidder's receipt of any addendum will result in the rejection of the bid if the addendum (addenda) contained information which substantively changed the Municipality's requirements.
 - c. Addenda will be on file in the offices of the Municipality at least 5 days before the bid opening.

3. Familiarity with Laws, Ordinances and Regulations
 - a. By submitting a bid, an entity certifies that it is familiar with all Federal, State and local laws, ordinances and regulations which affect in any way the materials, equipment, haul roads used in or upon the work, the conduct of the work, and the persons engaged or employed in the performance of the work to be performed pursuant to the contract.
 - b. By submitting a bid, an entity certifies that it shall forthwith report in writing to the Municipality any provision in the plans, proposal, specifications or proposed contract that the bidder/contractor believes is in conflict with or inconsistent with any Federal, State or local law, ordinance, or regulation.
 - c. By submitting a bid, a prospective Bidder certifies that if, during its investigation of the work in the process of preparing its bid, it discovers or encounters subsurface or latent physical conditions at a project site differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, it shall notify in writing the Municipality of the specific differing conditions immediately upon discovering or encountering the differing site conditions.
 - d. An entity further certifies that if it fails to notify the Municipality of any differing site conditions as described above, it shall waive any and all rights that it might have to additional compensation from the Municipality for additional work as a result of the differing site conditions and that it shall not bring a claim for additional compensation because of differing site conditions.
 - e. By submitting a bid, a prospective bidder/contractor certifies that no claim or defense of ignorance or misunderstanding concerning Federal, State or local laws, ordinances and/or regulations will be employed by a bidder/contractor or considered by the
 - f. Municipality in claims, litigation, alternative dispute resolution procedures, or other matters concerning the contract for which the bid is submitted.
4. Late Submissions, Modifications, and Withdrawal of Bids
 - a. Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered.
 - b. Any modification or withdrawal of a bid is subject to the same conditions as in paragraph a. of this provision.
 - c. The only acceptable evidence to establish the time of receipt at the Municipality is the time/date stamp of the Municipality on the proposal wrapper, or other documentary evidence of receipt maintained by the Municipality.
 - d. Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids: provided that written confirmation of telegraphic or facsimile withdrawals over the

signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized agent if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

5. Bid Opening

- a. All bids received by the date and time specified in the solicitation will be publicly opened and total bid amounts read aloud. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

6. Rejection of Proposals

- a. A Proposal may be declared “Informal” and hence rejected if it shows any alteration of form, omissions or additions not called for in the proposal, lacks proper signatures, is a conditional bid, has alternate bids unless required in the proposal, has irregularities of any kind, has changes to the printed content, is submitted on a form not furnished by the Municipality, is incomplete, fails to acknowledge receipt of one or more addendums, or includes a clause in which the bidder reserves a right to accept or reject the contract award.
- b. A proposal may be rejected at the time of bid opening or following an analysis of the proposal.
- c. The Municipality may reject any or all proposals, waive any or all technicalities, and/or advertise for new proposals if in its sole judgment, or that of the awarding authority, the best interests of the Municipality, or the awarding authority, will be served.
- d. Bids which fail to acknowledge the bidder’s receipt of any addendum will result in the rejection of the bid if the addendum (addenda) contained information which substantively changed the Municipality’s requirements.
- e. Prospective bidders may be disqualified for various reasons including (a) Submission of more than one proposal 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.

7. Contract Award

- a. The Municipality will evaluate bids in response to this solicitation without discussions and will award a contract to the lowest responsive, qualified and responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Municipality considering only price and any price related factors specified in the solicitation.
- b. Opened proposals will be considered and submitted bids confirmed on the basis of the summation of the products of the quantities shown in each proposal’s Schedule of Items multiplied by the unit prices bid. In the event of

a discrepancy between the written bid amount and that alphanumeric figure, the written amount shall govern. In the event of a discrepancy between a unit price and the calculated extension, the product based on the unit price bid and the mathematically correct summation of the products shall govern.

- c. The Municipality may reject any and all bids, waive any or all technicalities, and/or advertise for new proposals if in its sole judgment the best interests of the Municipality will be served.
- d. The Municipality may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.
- e. A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

8. Signing the Contract

- a. The entity to which the Contract has been awarded shall sign the contract documents and return them the Municipality within 5 calendar days from the date of the Notice of Award. No contract shall be considered effective until it has been fully executed by all parties.
- b. If the award or the contract is annulled, the Municipality may award the contract to the next lowest responsible bidder that has submitted a proposal that complies with all the provisions required to make it formal or advertise a new request for bids for the contract(s).
- c. Failure by the contractor to sign the contract within the time provided by this Subsection shall not be reason for an extension of the contract completion date.

9. Taxes and Insurance Requirements

Taxes and insurance for this project shall be in conformance with Section 103 of the VTrans Standard Specifications for Construction 2024 Edition. For this project the following limits for Commercial Liability and Automobile coverage apply:

Commercial Liability:

\$1,500,000	Each Occurrence
\$2,000,000	General Aggregate applying, in total, to this project only
\$2,000,000	Products/completed Operations Aggregate
\$250,000	Fire Damage Legal Liability

Automobile Liability, Bodily Injury, Property Damage:

\$1,000,000	Each Person
\$1,000,000	Each Occurrence
\$500,000	Each Occurrence
Or Combined Single Limit	\$1,500,000 Each Occurrence

10. Preconstruction Conference
 - a. After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the Municipality and its Engineer, and other interested parties convened by the Municipality. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The Municipality will provide the successful bidder with the date, time and place of the conference.
11. Waste Borrow and Staging Areas
 - a. The contractor must make their own arrangements for waste, borrow and staging areas.
12. DBE Requirements
 - a. There are to be no mandatory Contract goals for DBE compliance on this project.
13. Contract Documents

The following documents are included in this proposal and are effective for this contract:

 1. Cover Sheet
 2. Table of Contents
 3. Invitation for Bids
 4. Instructions to Bidders
 5. Bid Proposal Form
 6. Individual Town Highway Bid Forms
 7. Agreement
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Appendix

 - I – CFR Required Contract Clauses
 - A – Contractor's EEO Certification Form
 - B – Debarment and Non-collusion Affidavit
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If you suspect or determine the proposal is incomplete, notify Victoria Paquin, Royalton Town Administrator.

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Carpenter Field Restoration – Contract L**

BID PROPOSAL FORM

Proposal of _____ (hereinafter called Bidder),
organized and existing under the laws of the State of Vermont doing
business as _____
(a corporation, a partnership, or an individual).

To the Town of Royalton, Vermont (hereinafter called Owner)

The Bidder represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding and the bidder has not sought by collusion to obtain for himself any advantage over any other bidder or Owner.

The undersigned bidder proposed and agrees, if this bid is accepted, to enter into an agreement with Owner to furnish all materials and to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Substantial Completion date for this contract is December 29, 2023.

Bidder acknowledges receipt of the following Addenda:

Bidder agrees to perform the Work described in the Contract Documents. Provide Bid Amount Figures for each Town Highway from separate individual Bid Form. Unqualified bids will not be accepted.

ITEMIZED BID FORM

VTRANS PAY ITEM	DESCRIPTION	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
635.1100	Mobilization/Demobilization • VTrans Item 635.1100 ➤ Unit Price in Words: _____	LUMP SUM	1	_____	_____
203.1500	Common Excavation • Removal of debris and/or unsuitable materials not inclusive to other items. ➤ Unit Price in Words: _____	CY	861	_____	_____
651.1600001	Special Provision – Turf Establishment • See Special Provision ➤ Unit Price in Words: _____	LS	1	_____	_____
651.3500	Topsoil • Spot treatment of disturbed locations as needed, not intended to cover entire area. • Not to exceed 100 CY. ➤ Unit Price in Words: _____	CY	100	_____	_____
301.3500001	Special Provision – Henniker Mix • Removal of earth as needed to establish depth of cover for culvert or daylight of flow. • Culvert trench excavation. ➤ Unit Price in Words: _____	CY	156	_____	_____
653.1000	Hay Mulch • Hay mulch shall be applied at a min. rate of 2 tons/acre. • Tackifier may be used with hay mulch, as determined by the Engineer, in areas where hay mulch will not stay in place. • Contractor to provide origin information for engineer pre-approval. ➤ Unit Price in Words: _____	TON	4	_____	_____

Total Base Bid (Figures) \$ _____

Total Base Bid (Written Word) \$ _____

The lowest responsive and responsible bidder will be determined by the Total Base Bid.

The above bid shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for on the drawings and specifications.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

Contractor

By

Title

Business Address

City

State

Date

Attest

**Town of Royalton
Response to July 2023 Flood Event
Carpenter Field Restoration – Contract “L”**

AGREEMENT

THIS AGREEMENT, is made this _____ day of _____, 2023, by and between the Town of Royalton, hereinafter called the "OWNER" and _____ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Carpenter Field Restoration – Contract L Project as described in the CONTRACT DOCUMENTS.
2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor, traffic control measurements, and other services necessary for the construction and completion of the PROJECT described herein. The CONTRACTOR further covenants and agrees that all said work and labor shall be done and performed in the best and most workmanlike manner and that all and every of said materials and labor shall be in strict and entire conformity, in every respect, with project specifications and project drawings and shall be subject to the inspection and approval of the OWNER or duly authorized representative. In case any of said material or labor shall be rejected by the OWNER or representative, as defective, or unsuitable, then said materials shall be removed and replaced with other approved materials and said labor shall be done anew, to the satisfaction and approval of the OWNER or representative, at the cost and expense of the CONTRACTOR. Project specifications are incorporated herein, made a part of this Contract, and accepted as such.
3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS on the date of issuance of the NOTICE TO PROCEED and will complete the same by _____ unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR acknowledges that the date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the CONTRACTOR further agrees to pay liquidated damages, as defined in Section 108.12 of the 2024 Standard Specifications for Construction for each consecutive calendar day that the CONTRACTOR shall be in default after the time specified in the Agreement.
4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein as shown in the BID

schedule. The CONTRACTOR shall perform a minimum of 50% of the work with their own forces.

5. The OWNER shall pay the CONTRACTOR for the performance of said WORK, subject to additions or deductions provided herein in conformity with the BID schedule.

6. The term "CONTRACT DOCUMENTS" means and includes each and every one of the documents listed in the Table of Contents.

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Standard Specifications for Construction such amounts as required by the CONTRACT DOCUMENTS.

8. The CONTRACTOR agrees that no claim for extra work or materials, not specifically provided for herein, done or furnished by the CONTRACTOR, will be allowed nor shall the CONTRACTOR do any work or furnish any materials not covered by the Specifications and Contract, unless such work is ordered in writing by the OWNER.

9. It is also agreed and understood that the acceptance of the final payment by the CONTRACTOR 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.

10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement 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_____

**Town of Royalton
Response to July 2023 Flood Event
Carpenter Field Restoration – Contract L**

NOTICE TO PROCEED

Dated _____, 20____

TO: _____

(Insert Name of CONTRACTOR as it appears in the Bid Documents)

ADDRESS: _____

OWNER'S PROJECT NO. _____

PROJECT: _____

OWNER'S CONTRACT NO. _____

CONTRACT FOR (OWNER): _____

You are notified that the Contract Time under the above contract will commence to run on _____, 20____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with paragraph 3 of the Agreement, the dates of Substantial Completion and Final Completion are _____, 20____ and _____, 20____, respectively.

Before you may start any Work at the site, paragraph 27 of the General Conditions provides that you and OWNER must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the site, you must:

(add other requirements)

(Use certified Mail, return Receipt Requested) _____

(OWNER)

CONTRACTOR'S AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

Before me, the undersigned, a _____
(Notary Public, Justice of Peace, Alderman)

in and for said County and State personally appeared, _____
(Individual, Partner or duly

_____ who being duly sworn according to law
authorized representative of corporate CONTRACTOR)

deposes and says that the cost of all the Work, and outstanding claims and indebtedness
of whatever nature arising

out of the performance of the contract between _____
(OWNER)

and _____ of _____
(CONTRACTOR)

dated _____ for the construction of the _____

and necessary appurtenant installations have been paid in full.

(Individual, Partner, or duly authorized representative of corporate CONTRACTOR)

(Title)

Sworn to and subscribed before me

this _____ day of _____, 20 ____

Notary Public

(PAGE INTENTIONALLY LEFT BLANK)

KNOW ALL MEN BY THESE PRESENTS that _____

(CONTRACTOR)

of _____, County of _____ and State of _____
do _____ hereby acknowledge that

(CONTRACTOR)

has _____ this day had, and received of and from _____

(OWNER)

the sum of One Dollar and other valuable considerations in full and complete satisfaction
and payment of all sums of money owed, payable and belonging to

(CONTRACTOR)

by any means whatsoever, for on account of a Contract Agreement between

(OWNER)

and _____
(CONTRACTOR)

dated _____ for _____
(Project)

NOW, THEREFORE, the said _____
(CONTRACTOR)

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns)

do/does, by these presents remise, release, quit-claim and forever discharge _____
(OWNER)

_____, of and from all claims and demands, arising from or in
connection with the said contract dated _____, and of and from all, and all manner of

action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum
and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts,
agreements, promises, variances, damages, judgments, extents, executions, claims and
demand, whatsoever in law or equity, or otherwise, _____

(OWNER)

its successors and assigns, which (I, my heirs, executors, or administrators) (it, its successors and assigns) ever had, now have or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can, shall or may have, for, upon or by reason of any matter, cause, or thing whatsoever; from the beginning of recorded time to the date of these presents.

IN WITNESS WHEREOF, _____

(CONTRACTOR)

has caused these presents to be duly executed this _____ day of _____, 20 _____

Signed, Sealed and Delivered in the presence of:

(Individual - CONTRACTOR) (seal)

(Seal)
(Partnership - CONTRACTOR)

(seal) By _____
(Partner)

Attested:

(Corporation)

(Secretary) By _____
(President or Vice President)

(Corp. Seal)

**Town of Royalton
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Carpenter Field Restoration – Contract L**

CHANGE ORDER

Change Order No: _____ Date: _____

Name of Project: _____

Municipality: _____

Contractor: _____

The following changes are hereby made to the Contract:
Justifications:

Change to Contract Price: \$ _____

Original Contract Price: \$ _____

Current Contract Price adjusted by previous Change Order: \$

The Contract Price due to this Change Order will be (increased) decreased by:

\$ _____

New Adjusted Contract Price: \$ _____

Change to Contract Time: _____

The Contract Time will be (increased) decreased by _____ Calendar days

The date for completion of all work will be _____

APPROVALS

Contractor: _____

Engineer: _____

Municipality: _____

**Town of Royalton
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Carpenter Field Restoration – Contract L**

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER's Project No.: _____

Project: _____

CONTRACTOR: _____

Contract For: _____

Contract Date: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To: _____
(OWNER)

And To: _____
(CONTRACTOR)

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

(Date of Substantial Completion)

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 calendar days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____, 20____

(Engineer)

By: _____

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20____

(CONTRACTOR)

By: _____

OWNER accepts this Certificate of Substantial Completion on _____, 20____

(OWNER)

By: _____

**Town of Royalton
Response to July 2023 Flood Event
Carpenter Field Restoration – Contract L**

CONSTRUCTION NOTES

The following construction notes are part of the Response to July 2023 Flood Event contracts for Town Highway Groups of repairs. The following notes are incorporated into and made part of the project bid and contract documents.

I. GENERAL NOTES

1. All work and material shall be in accordance with the VTrans Standard Specifications for Construction, current 2024 version, and all of its subsequent revisions and updates.
2. The construction limits for this project are as identified by damage sketch as included in this package.
3. No topography or property survey has been completed for the site.
4. The owner of this project is the Town of Royalton, VT.
5. The owner's representative is defined as the entity who has been authorized by the owner to make engineering decisions for the project. Engineering performed by Ian MacKenzie of MacKenzie Engineering of Royalton, VT. Contact person is Ian MacKenzie at 802-356-5617.
6. The elevations, dimensions, and location of all components shown on the damage sketch shall be field verified by contractor.
7. The owner's representative may modify the proposed grading if existing field conditions have significantly changed or unexpected conditions arise (i.e. bedrock, ledge, other obstructions, etc.).
8. In case of conflict between the damage sketch, the owner's representative shall be notified immediately for clarifications.
9. The contractor shall be familiar with the existing conditions of the site and surroundings prior to bidding on or performing the work.
10. The contractor shall bid and perform the work from the provided bid and contract documents, and shall notify the owner's representative of any conflicts within the construction documents.
11. The contractor shall bid and perform the work in accordance with all local, state,

- and national codes, specifications, regulations, standards, and details.
12. No deviation or departure from the design intent presented in the contract documents will be allowed unless authorized by the owner's representative.
 13. The contractor shall immediately notify the owner's representative of any conditions that are unexpected, unknown, and/or not indicated on the damage sketch and shall proceed as directed by the owner's representative.
 14. The contractor must receive prior written authorization from the owner's representative for any proposed substitutions for items and materials specified.
 15. The contractor is responsible for the means and methods of construction and life safety requirements for conditions at each site. Contract documents do not extend to or include systems pertaining to the safety of the construction contractor or their employees, agents, or representatives in the performance of the work. The seal of the surveyor or engineer does not extend to any such safety systems that may now or hereafter be incorporated into these plans. The construction contractor shall prepare or obtain the appropriate safety systems which may be required by the Vermont Occupational Safety and Health Administration (VOSHA), local regulations, and/or the board of labor.
 16. Toxic or hazardous waste is not to be stored or discharged on or from this site. All equipment is to be removed from regulatory jurisdictional areas daily or after operations are ceased. All equipment is to be stored in the designated construction vehicle parking area indicated on these drawings.
 17. All standing existing trees to remain unless otherwise identified or directed by the owner's representative.
 18. Locate staging areas away from sensitive areas including wetlands and stream buffers.
 19. Any excess topsoil and excavated material shall be placed / disposed of in owner pre-approved locations allowed under current federal, state, and local regulations. Material shall be placed in such a manner as to prevent subsequent erosion and deposition into wetlands or waters. If excess material removed from owner's property, material shall be placed / disposed of in accordance with all current federal, state and local regulations.

II. **MEETINGS, SUBMITTAL, AND REQUIRED INSPECTIONS**

1. The contractor must participate in an on-site pre-construction conference.
2. The contractor must submit an anticipated work schedule to the project manager at the beginning of the project.

III. **PERMITS**

1. The following approvals have been obtained by the owner for this project:
2. The contractor is responsible for becoming familiarized with any requirements of these permits prior to bidding, and for complying with them during construction.

IV. **RIGHT OF WAY**

1. It is assumed that the Town of Royalton owns all rights of way to access the site and perform the work.
2. All construction activities shall be performed within the identified construction limits. Any need to go beyond these limits may trigger additional permitting requirements and will require prior written approval by owner and owner's representative.

V. **UTILITIES NOTES**

1. There are known utilities located within the project limits, particularly overhead lines. The contractor is responsible for verifying and determining all utilities (above and below ground) within the project limits, and to take the necessary precautions to protect utilities during construction.
2. The contractor is responsible for contacting Digsafe at 1-888-dig- safe at least 48 hours before digging. All utility service connection points shall be confirmed independently by the contractor in the field prior to the initiation of construction.
3. The owner shall be notified in writing of any utilities found interfering with the proposed construction, and appropriate remedial action shall be determined and agreed upon by the engineer before proceeding with the work.
4. The contractor is advised to use caution when working around aerial or underground utilities to protect the facilities from damage.
5. Employees or agents of utility 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.

6. There will be no extra compensation paid to the contractor for any inconvenience caused by working around and with the companies.
7. Act No. 86 of 1987 (30 VSA chapter 86) (“dig safe”) requires that notice be given prior to making an excavation. It is suggested that the permit holder or his/her contractor telephone 1- 888-344-7233 at least 48 hours before, and not more than 30 days before, beginning any excavation at any location.

SECTION 101 — DEFINITIONS

101.02, definitions, are hereby modified by deleting the existing following definitions and replacing as follows:

Actual completion date — date noted in the completion and acceptance memorandum on which designated responsible municipal personnel have reviewed the project and determined that all contract work is complete and all contract requirements have been met, generally considered to be the last day the contractor performed physical work on any contract item.

Agency — wherever the word agency appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the Town of Royalton, except when referenced to documents or publications.

Board — wherever the term board or transportation board appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the selectboard.

Chief of contract administration — wherever the term chief of contract administration appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean, the town project manager.

Construction engineer — wherever the term construction engineer appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the town project manager or appointed representative.

Director of project development — wherever the terms director of project development, director of engineering and construction, director of construction and maintenance, director, or chief engineer appears on the plans, in any specification, or in the contract, they shall be read as and shall mean; the Town of Royalton Project Manager.

Engineer — wherever the term engineer appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the resident engineer (re).

Final acceptance date — wherever the term final acceptance date appears on the plans, in any specification, or in the contract, it shall mean the date that the municipality signs the final completion certificate.

Materials and research engineer — whenever the term materials and research engineer appear on the plans, in any specification, or in the contract, it shall be read as, and shall mean; MacKenzie Engineering.

Proposal form — whenever the term proposal form appears on the plans, in any specification, or in the contract it shall be read as, and shall mean; the bid form unless specifically referenced otherwise in these special provisions.

Regional construction engineer — whenever the term regional construction engineer appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the Town Project Manager or appointed representative.

Secretary — wherever the term secretary appears on the plans, in any specification, or in the contract it shall be read as, and shall mean; the Town of Royalton Selectboard.

State — wherever the term state appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the Town of Royalton Selectboard.

Add the following definitions:

Addendum — contract revisions developed after advertisement and before opening bids.

Advertisement — a public announcement, inviting bids for work to be performed or materials to be furnished.

Agreement — the written instrument which is evidence of the agreement between the municipality and the contractor.

Award — the formal acceptance by the municipality of a proposal.

Bid — the offer of a bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder — the individual, partnership, firm, corporation, or any combination thereof, or joint venture, submitting a bid in accordance with the bidding requirements.

Calendar day — any day shown on the calendar, beginning and ending at midnight.

Completion — completion of the project occurs when the contractor has completed all work required by the contract and has satisfactorily executed and delivered to the engineer all documents, certificates and proofs of compliance required by the contract.

Contract — the written agreement between the municipality and a contractor setting out the obligations of the parties to the contract for the performance of the work described therein.

Contract time — the time allowed for completion of the contract including authorized time extensions.

General special provisions — approved additions and revisions to the standard

specifications for construction.

Incidental and incidental item — these terms are used to indicate work for which no direct payment will be made. Such work is considered to be incidental to items having contract prices, and the bid prices submitted by the contractor shall be sufficient to absorb the cost of all work designated as incidental or as incidental items.

Resident engineer — an entity employed or appointed by the municipality to perform supervisory duties including the oversight of testing services on the project.

Invitation for bids — an advertisement for receiving proposals for all work and/or materials on which bids are invited from prospective contractors.

Town project manager — a person or firm employed or appointed by the municipality to provide administrative services for the project.

Notice of award — the written notice of the acceptance of the bid from the owner to the successful bidder.

Proposal — the offer of a bidder, on the prescribed form, to perform work and/or provide materials at the price quoted in the offer.

Proposal form — the prescribed form on which the municipality requires the bid be submitted.

Proposal guarantee — the security furnished with a bid to ensure that the bidder will enter into a contract if the bidder's proposal is accepted by the municipality.

Special provisions — additions and revisions to the standard specifications for construction, supplemental specifications, general special provisions, plans, or other documents that are part of a particular contract.

Specifications — the compilation of provisions and requirements for the performance of prescribed work including the standard specifications for construction, supplemental specifications, general special provisions, special provisions, plans, and other documents that are part of a particular contract.

Subcontractor — an individual or legal entity to which the contractor sublets a part of the work included in the contract.

Testing firm — an independent firm employed by the municipality or resident engineer to perform all sampling and testing of materials as specified in the contract documents.

Work — the furnishing of all labor, materials, equipment, and incidentals necessary or convenient to the successful completion of a project and the carrying out of all duties and obligations imposed by a contract.

SECTION 105 CONTROL OF WORK

105.11 construction stakes, part (a) initial layout, (b) layout of subgrade and (c) permanent marking layout delete these paragraphs in their entirety and replace with the following:

Horizontal and vertical control information for the project does not exist and shall be based on existing conditions. The information is sufficient to establish beginning and ending sections for repairs as required for the project.

105.20 claims for adjustment, (c) procedure; delete the second and third sentence and replace with the following: Claims must be judged first by the engineer and then by the local project manager. Should a claim be judged in favor of the contractor, it will be allowed and paid as provided in the contract. Should a claim be denied by the local project manager the contractor may appeal to the Royalton Selectboard.

Special Provision – Henniker Mix
Bid Item No. 301.3500001

- 1.01 DESCRIPTION:
Provide labor, equipment, and materials to import and replace baseball and softball infield materials that will be disturbed by removal of silt and sedimentation debris.
- 1.02 MATERIALS:
• FOSTER'S (OF HENNIKER, NEW HAMPSHIRE) DIAMOND MIX
- 1.03 CONSTRUCTION REQUIREMENTS:
Baseball and softball infields are anticipated to require infield mix replacement in disturbed areas, to a depth of 2-3 inches. Infield mix shall be graded to have positive drainage and compacted to prevent uneven settlement.
- 1.04 METHOD OF MEASUREMENT:
The quantity of Bid Item No. 3 for payment shall be measured in-place.
- 1.05 BASIS OF PAYMENT:
The measured quantity of Bid Item No. 301.3500001 will be paid for at the Contract Unit Price per cubic yard. Payment shall be full compensation for the scope described by subpart 1.01, and furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Bid Item No. 301.3500001	CUBIC YARDS (CY)

Special Provision – Turf EstablishmentBid Item No. 651.1600001

1.01 DESCRIPTION:

Provide labor equipment and materials to perform following:

- Seed and mulch as needed to restore grass areas.

1.02 MATERIALS:

- Grass Seed at 50 LBS/ACRE application rate.
NORTHERN SPORT MIXTURE 50/50 or approved equivalent
50% Fine Textured Endophytic Perennial Ryegrass (25% each, 2 varieties),
50% Kentucky Bluegrass Top Quality Named Varieties (25% each, 2 varieties).
Starter Fertilizer
- Additional Grass Seed at 5 LBS/ACRE application rate.
97% Winter Rye

1.03 CONSTRUCTION REQUIREMENTS:

The site shall be properly graded to blend with the undisturbed present ground and promote positive drainage. Fertilizer and seed shall be placed in accordance with the manufacturer's requirements and covered with straw mulch. Upon completion of the work, the Contractor shall properly clean up the worksite and leave the area in a neat, presentable condition.

Care after seeding: The Contractor shall be responsible for protecting and caring for seeded areas until Acceptance of the Work. The seeded areas shall be carefully and suitably watered as necessary to produce a satisfactory growth. To be acceptable, a stand of grass shall show a reasonably thick, uniform stand, free from sizable areas of thin or bare spots, with a uniform germination rate of 95%. Any part of seeded areas which fail to yield an acceptable stand shall be retreated with additional seed and mulch.

1.04 METHOD OF MEASUREMENT:

The quantity of Bid Item No. 1 to be measured for payment will be the percentage of the number of acres complete, in place and accepted of the total project area.

1.05 BASIS OF PAYMENT:

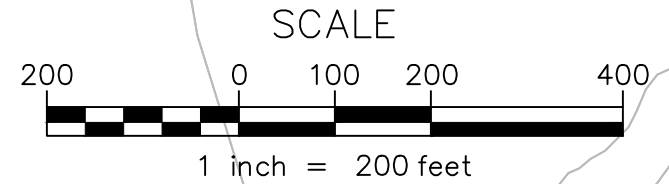
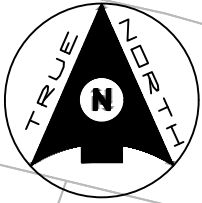
The measured quantity of Bid Item No. 651.1600001 will be paid for at the Contract unit price by percentage. Payment shall be full compensation for the scope described by subpart 1.01, and furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
-----------------	-----------------

Bid Item No. 651.1600001

LUMP SUM (LS)



TOWN OWNED
"CARPENTER FIELD"

GENERAL SEDIMENT
DEPOSIT
AREA: 52,430.7 SF
AVE. DEPTH: 4"
VOLUME TO REMOVE: 705 CY

LITTLE LEAGUE INFIELD
AREA: 6,633 SF
AVE. DEPTH: 2"
VOL. TO REMOVE: 46 CY
VOL. TO IMPORT: 46 CY

SOFTBALL INFIELD
AREA: 6,553 SF
AVE. DEPTH: 3"
VOL. TO REMOVE: 67 CY
VOL. TO IMPORT: 67 CY

VOLLEYBALL SAND COURT
AREA: 3,988 SF
AVE. DEPTH: 3"
VOL. TO REMOVE: 41 CY
VOL. TO IMPORT: 41 CY

DAMAGE SKETCH
SCALE: 1" = 200'
NOVEMBER 13, 2023

APPENDIX A

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
DEBARMENT AND NON-COLLUSION AFFIDAVIT

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

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

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

(Project Name)

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

bids opened at _____,
(Town or City)

Vermont on _____, 20____.
(Date)

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

Exceptions: ____No ____Yes. (If yes complete back of this form.)

Sworn to before me this

____ day of _____, 20____

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

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

(Notary Public)

(Name of Individual Signing Affidavit) L.S.

(My commission expires _____)

(Title of Individual Signing Affidavit) L.S.

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

EXCEPTIONS:

APPENDIX C

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000) The

undersigned certifies, to the best of his or her knowledge, 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 an 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 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. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official:

Name and Title of Contractor's Authorized Official:

Date:

Appendix I

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Required Contract Clauses

1. **Termination for Cause and Convenience.**

Termination for Convenience: The Town of Royalton (Owner) may terminate this contract at any time for any reason by giving at least 15 days' notice in writing to the contractor. If the contract is terminated by the Owner as provided herein, the contractor will be paid a fair payment as negotiated with the Owner for the work completed as of the date of termination.

Termination for Cause: The Owner may terminate this contract at any time if the contractor fails to fulfill its obligations as agreed upon in this contract. The Owner shall notify the contractor of such termination in writing. The contractor shall have 15 from the date the termination letter is received to resolve any issues recognized by the Owner or its authorized agent.

2. **Equal Employment Opportunity:**

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

3. **Contract Work Hours and Safety Standards Act.**

Compliance with the Contract Work Hours and Safety Standards Act:

- (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 work week.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of

4. **Debarment and Suspension.**

Suspension and Debarment:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

5. **Byrd Anti-Lobbying Amendment.**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

6. **Procurement of Recovered Materials.**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.”

7. Additional FEMA Requirements.

Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

8. DHS Seal, Logo, and Flags.

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

9. Compliance with Federal Law, Regulations, and Executive Orders.

“This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

10. No Obligation by Federal Government.

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

11. **Program Fraud and False or Fraudulent Statements or Related Acts.**

“The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”