



REQUEST FOR PROPOSALS (RFP)

FOR

**RURAL COMMUNITY TRANSPORTATION'S
PARKING LOT EXPANSION PROJECT**

Project #RFP-FY25-3

ISSUED BY:

Rural Community Transportation, Inc.
1677 Industrial Parkway
Lyndonville, VT

ISSUED ON:

May 7, 2026

I. INTRODUCTION

Rural Community Transportation, Inc. (RCT) is a private not for profit agency which provides public transit services to Caledonia, Orleans, Essex, Franklin, Grand Isle and Lamoille Counties in Vermont. RCT is currently comprised of four operating divisions, located in Lyndonville, Newport, St Albans, and Morrisville, Vermont. RCT works hand-in-hand with community organizations, human service agencies, schools, state agencies and for-profit businesses to meet the transportation needs of the public. RCT receives federal funding for deviated fixed routes, commuter routes, demand response services, and micro-transit through grants from the Vermont Agency of Transportation. RCT operates the largest volunteer driver program in the state, whereby volunteers transport passengers in their own vehicles and are reimbursed for mileage by RCT. RCT provides paratransit services for citizens with disabilities. RCT also operates the Vermont Older Adults and Persons with Disabilities Program as well as provides Medicaid transportation services to qualified individuals. Services are provided with a fleet of 70 RCT-owned vehicles supplemented by volunteer drivers.

II. SCOPE OF WORK

RCT's main administrative and operating facility is located at 1677 Industrial Parkway in Lyndonville, Vermont. The site is a 4.64 acre parcel including one building with a gross square footage of 9,068 served by an existing paved driveway and parking lot. The site is with the Industrial Zone according to the Town of Lyndon Zoning Map. RCT seeks to expand the parking lot at the facility to accommodate additional employee and transit vehicle parking. RCT estimates the area for the expanded parking lot to be 94' x 77' for a total of 7,238 square feet. See draft site plan in Appendix B.

The required tasks for the contractor selected through this Request for Proposals include:

- 1) **Site Plan:** Development of a detailed site plan (plot plan) for the Parking Lot Expansion Project that includes all elements specified in pages 3-4 of Appendix A.
- 2) **Permitting & Utility Coordination:** Apply for and obtain all necessary permits for the project from the Town of Lyndon and the State of Vermont, if necessary, prior to construction. See Attachment A. No work can commence until all necessary permits are in-hand. Coordinate as necessary with any on-site utilities and ensure no infrastructure damage or unplanned utility service interruptions occur.
- 3) **Construction:** Construction of the expanded parking lot, including all mobilization, excavation, base materials, paving, parking spot line striping, dust management, disposal of fill, and clean-up. Minimum standards for the parking lot are:
 - a. Excavation of 15 inches with a dense grade and 3/4" stay-mat base
 - b. Pavement of 3" compressed (1 3/4" Type III (1/2" mix design) for a base lift and 1 1/4" Type IV (3/8" design) for a wearing course)
- 4) **Project Management & Supervision:** Ensure compliance with all contract requirements and that the project is completed on-time and on-budget. Have a qualified individual on-site at all times when contract work is being performed at the RCT facility to ensure workmanship and safety. The construction schedule must be coordinated with RCT so as to ensure RCT's transit operations are not interrupted or negatively impacted.

III. QUALIFICATIONS

Experience

To be considered, the contractor shall have a minimum of 5 years of experience in the paving industry. The firm/contractor must be able to provide all services outlined in the Scope of Work in-house without the use of subcontractors.

Insurance

The contractor shall take out and maintain during the life of this contract:

- 1) Commercial General Liability insurance (for loss to persons and property) with coverage of at least \$1,000,000 per event and \$2,000,000 aggregate,
- 2) Commercial Automobile Insurance with coverage of at least \$1,000,000 in the aggregate,
- 3) Workers Compensation insurance to meet State of Vermont requirements, and
- 4) Any other insurance customary for this project so that the contractor protects itself in the performance of work covered by this contract for claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract.

Prior to commencing work under this contract, contractor will be required to provide proof of such insurance to RCT and to add RCT as an additional insured to those policies.

Disadvantage Business Enterprise (DBE)

Please note the DBE section on Attachment B. If your proposal includes the use of subcontractors, you must attempt to partner with a DBE firm(s). See Attachment F for a list of registered DBE paving contractors. If you propose to use subcontractors but are unable to partner with a DBE firm, you must provide an explanation of how you attempted to partner with DBE subcontractors but were unable to, despite undertaking good faith efforts to do so. If you do not intend to use subcontractors, no DBE requirements apply. (see the DBE clause in Attachment B and complete Attachment E).

IV. PROPOSAL CONTENTS

RCT seeks proposals from experienced and fully insured paving contractors. The response to this RFP shall include the following:

A. Cover Letter: Include a brief cover letter that describes the firm's interest in completing the Parking Lot Expansion Project for RCT. This section should not exceed one (1) typed page.

B Firm/Contractor Technical Capacity: Provide a description of the firm/contractor's technical capacity and an explanation of the how firm's/contractor's experience will allow them to successfully complete the tasks listed in the Scope of Work. This section should not exceed one (1) typed page.

C. References: A representative, partial listing of current or past clients with particular reference to those requiring services similar to those listed in the Scope of Work. At least three (3) clients' names with contact information should be included as references for RCT to contact.

D. Project Schedule: Please provide a detailed project schedule that includes the best estimate of when major project milestones will be completed, such as permitting, construction, and project completion.

E. Project Pricing: Please complete and submit the Project Pricing form included in Attachment A. The total cost and rates submitted on the Project Pricing form in Attachment A should not be changed during the term of this agreement. Quoted prices must be inclusive of all overhead, insurance, mobilization, equipment, and travel time costs.

F. Certifications & Assurances: Proposers must complete and include with their proposal the “Federal Clauses Acknowledgment,” “Debarment and Non-Collusion Certification” and “Certifications and Restrictions on Lobbying” Forms in Attachment C as well as the DBE Compliance Form in Attachment E.

G. Davis Bacon Requirements: The work included in this contract will be funded in part with Federal funds. The associated mandatory contract terms that apply to this project and the selected firm can be found in Attachment B. Proposers are encouraged to thoroughly read the terms in Attachment B to understand the rules that will pertain to them under the terms of this contract, including the Davis Bacon prevailing wages, weekly payroll, and employment requirements (see Attachment D). Contractor must provide weekly payroll records during the duration of the project to RCT for certification of compliance with Davis Bacon and prevailing wage requirements.

H. Insurance Certificates: Please provide copies of current insurance certificates for the firm’s general liability, commercial automobile, and workers compensation policies. If selected, the firm will be required to add RCT as an additional insured to the policies.

V. GUIDELINES FOR SUBMITTING PROPOSALS

One electronic proposal in PDF format must be received at RCT by **5:00 p.m. on Friday, May 29, 2026 without exception**. No proposals received after this date/time will be accepted. Proposals should be emailed to Caleb Grant, RCT Executive Director at:

cgrant@riderct.org

Please enter the following in the subject line of the email for the RFP submission “Parking Lot Expansion Project Proposal.”

No telephone contact regarding this request for proposals shall be permitted. Any questions about this RFP should be emailed to Meredith Dolan at DolanMunicipal@gmail.com by **5:00 PM on Tuesday, May 19, 2026**. RCT will provide written responses to all requests for clarification regarding this RFP and will post the answers to those requests on its website (www.riderct.com/news/) by Thursday May 21, 2026 at 5:00 PM.

A Pre-Bid Site Visit will be held on Monday, May 18, 2026 at 10:00 AM at 1677 Industrial Parkway, Lyndonville, Vermont. Attendance at the Pre-Bid Site Visit is not mandatory, but is strongly encouraged and recommended.

VI. TERM OF AGREEMENT/COMMENCEMENT OF SERVICES

The agreement between RCT and the selected consultant is subject to the terms and conditions of this RFP, including the terms set forth in Attachments A, B, C, and D. The engagement of a contractor for the Parking Lot Expansion Project is at the discretion of the RCT Board of Directors and is subject to termination at RCT's sole discretion, with or without cause. By submitting a proposal, the proposer agrees that RCT will own and have all rights to any work (both hard copy and electronic formats) RCT pays to have created. RCT may retain other firms or contractors at its sole discretion at any time during the term of this agreement. RCT will not provide any property or physical materials to contractor as part of this project. An Award Letter will be provided to the selected firm or contractor, which, along with this Request for Proposal and the Contractor's proposal, will become the contract. The contractor will bill RCT net 30 after acceptance of work on a monthly basis.

VII. EVALUATION CRITERIA

The criteria that will be used to evaluate and score proposals fall into two categories; 1) Cost Proposal and 2) Qualifications: The criteria under the Qualifications category are shown in ascending order of importance:

- 1) Cost Proposal (40 point)
- 2) Qualifications
 - Project Schedule (15 points)
 - Past Performance/References (20 points)
 - Technical Capability (25 points)

VIII. SELECTION

The selection of the successful proposer shall be based upon the most responsible and responsive proposal in accordance with the evaluation criteria for this RFP indicated above that is deemed to provide the best value to RCT.

RCT reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of RCT. RCT may cancel this RFP and/or the project at any time at its sole discretion.

Based upon a review of the submitted documentation, a committee of RCT management staff will make its selection of the firm/contractor. If deemed necessary by RCT, an interview and/or negotiation with one or more proposers may take place prior to award. The interview and/or negotiation with one or more proposers will be at the exclusive option of RCT.

**ATTACHMENT A
PROJECT PRICING FORM**

Please provide the total costs for each component of the Parking Lot Expansion Project as indicated below. If there are other categories of costs not already listed, please specify them and provide those costs in the "Other" spaces below. Tally up the component costs for a Total Project Cost, which will represent the maximum not-to-exceed amount for the project.

Permitting Costs: _____

Labor Costs: _____

Base Material Costs: _____

Paving Material Costs: _____

Line Striping Material Costs: _____

Demobilization/Clean-Up Costs: _____

Material Disposal Costs: _____

Other _____:

Other _____:

Other _____:

Other _____:

TOTAL PROJECT COST: _____

Please add additional categories as needed. Please provide any needed explanation on the cost components below: _____

ATTACHMENT B MANDATORY CONTRACT TERMS

Federal Clauses

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United StatesFlag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United Statesflag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.Flag Vessels," 46 CFR Part 381.
- b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'onboard' commercial ocean bill of lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bill of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts. The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the

Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act," 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

DAVIS BACON ACT AND COPELAND ANTIKICKBACK ACT

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the DavisBacon Act and the Copeland "AntiKickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will

comply with the DavisBacon Act, 40 U.S.C. §§ 31413144, and 31463148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "AntiKickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370.), and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: (1) Complies with federal debarment and suspension requirements; and (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT assisted contracts. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as nonresponsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

FLY AMERICA

a) Definitions. As used in this clause—

- 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - 2) "United States" means the 50 States, the District of Columbia, and outlying areas.
 - 3) "U.S. flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agency's, and others use U.S. flag air carriers for U.S. Government financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign flag air carrier if a U.S. flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S. flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S. flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S. Flag Air Carriers International air transportation of persons (and their personal effects) or property by U.S. flag air carrier was not available or it was necessary to use foreign flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115232, "covered telecommunications equipment or services" means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115232 and 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on the job seat belt use policies and programs for its employees and other personnel that operate company owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company owned" and "company leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately owned vehicle when on official business in connection with the work performed under this Contract.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single use plastic products. See Executive Order 14057, section 101, Policy.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs. Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default. Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination. Termination for Default (Supplies and Service) If the Contractor fails to

deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work. The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (CostType Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of Agency, the Contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VETERANS HIRING PREFERENCE

Veterans Employment Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

OTHER RECOMMENDED CONTRACT REQUIREMENTS CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow Down.

The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

Attachment C

Federal Clause Acknowledgment

By signing below, the firm acknowledges and agrees to the following federal clauses outlined in Attachment B that apply to this procurement:

Signature of Firm's Authorized Official _____

Name and Title of Firm's Authorized Official _____

Company Name _____

Date _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.,

Certification

Contractor: _____

Signature of Authorized Official: _____ Date _____ / _____ / _____

Name and Title of Contractor’s Authorized Official: _____

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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. 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.

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date _____ / _____ / _____

Attachment D

"General Decision Number: VT20260050 01/02/2026

Superseded General Decision Number: VT20250050

State: Vermont

Construction Type: Highway

County: Caledonia 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).

Modification Number	Publication Date
0	01/02/2026

SUVT2017-011 08/06/2019

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 20.00	1.64
CEMENT MASON/CONCRETE FINISHER...	\$ 25.34	0.00
ELECTRICIAN.....	\$ 28.15	2.03
HIGHWAY/PARKING LOT STRIPING:		
Painter.....	\$ 20.36	3.87
INSTALLER - SIGN.....	\$ 16.25	3.20
IRONWORKER, REINFORCING.....	\$ 21.70	1.60
IRONWORKER, STRUCTURAL.....	\$ 28.77	7.91
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading and Concrete Work.....	\$ 17.46	4.21
LABORER: Landscape.....	\$ 14.70	1.03
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 23.67	7.18
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 20.15	8.97
OPERATOR: Broom/Sweeper.....	\$ 19.25	5.97
OPERATOR: Bulldozer.....	\$ 21.35	3.84
OPERATOR: Crane.....	\$ 23.42	2.38
OPERATOR: Drill.....	\$ 19.83	3.94
OPERATOR: Grader/Blade.....	\$ 21.13	5.53
OPERATOR: Loader.....	\$ 22.78	3.75

OPERATOR: Mechanic.....	\$ 23.14	6.08
OPERATOR: Milling Machine.....	\$ 22.50	10.24
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 20.54	5.53
OPERATOR: Pounder.....	\$ 22.31	0.00
OPERATOR: Roller.....	\$ 19.39	6.26
OPERATOR: Screed.....	\$ 20.87	7.24
TRAFFIC CONTROL: Flagger.....	\$ 12.14	2.46
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 17.20	6.71
TRUCK DRIVER, Includes all axles including Dump Trucks.....	\$ 18.69	2.63
TRUCK DRIVER: Distributor Truck.....	\$ 22.55	11.87

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at

www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

2) If an initial decision has been issued, then any interested

party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION

..

Attachment E

DBE Compliance

If your proposal includes the use of sub-contractors, you must indicate how you will meet the DBE goal. Attachment F provides a list of DBE contractors who are registered with the State of Vermont and would be eligible to meet the DBE goal. Additional information on registered DBE contractors in Vermont is available at [DBE Directory Search](#)

Please select one of the statements below to indicate your firm's method of complying with the DBE requirements:

_____ My firm is a registered DBE.

_____ My firm does not intend to utilize sub-contractors in connection with this contract.

_____ My firm plans to utilize subcontractors and will meet the DBE goal by (please fill in)

_____ My firm plans to utilize subcontractors, but was unable to hire DBE subcontractors despite a good faith effort to do so. Please provide an explanation of how you firm attempted to hire DBE subcontractors.

Attachment F

Disadvantaged Business Enterprise Program (DBE) Query

Organization Name	Address1	Address2	City	State	Zip	Phone Number	Scope	Class
Axtell's Pavement Solutions, LLC	261 Carey Road		Scott Township	PA	18433	(570) 840-4168	Airport Runway Construction, Airport Runway Line Painting, Asphalt Paving, Construction Management, Line Painting on Highways, Streets, and Bridges, Painting Traffic Lanes or Parking Lots, Parking Lot Marking and Line Painting, Pavement, Repairs, Pothole Filling; Asphalt Coating and Sealing, Residential, Commercial Parking Lot and Driveway, Asphalt, Driveway Paving and Sealing, Concrete Sawing and Drilling, Parking Lot Paving and Sealing, Paving, Residential, Commercial Driveway and Parking Lot, Posthole Digging, Safety Net System, Sign Erection Except on Highways, Streets, Bridges and Tunnels; Runway Maintenance Services.	WBE
Kal-Harbour, Inc.	P.O. Box 4087		Albany	NY	12204	(518) 266-0690	Asphalt Paving, Excavation, Streetprint, DuraTherm, Concrete Work, Striping, Trucking.	WBE
Noel J. Brunell & Son, Inc.	4019 State Route 22		Plattsburgh	NY	12901-5617	(518) 561-1290	The Primary Activity of Noel J. Brunell & Son, Inc. Is Hot-Mix Asphalt Paving. This Includes State & Municipal Roads & Parking Lots, As Well As Commercial & Residential Projects. This Includes Crack Filling and The Application of Tack Coat And Seal Coats, Fine Grading & Small-Scale Excavation Services. The Firm Can Supply Asphalt Emulsions and of Cold Mix Asphalt.Flagging Services.	WBE
Tango Construction, Inc.	134 Crawford Street		Fitchburg	MA	01420-2424	(978) 345-2510	Construction Services: Paving, Catch Basin & Manhole Adjustment, Curbing, Construction Scheduling and Site Work; Project Management and Procurement of Construction Materials for Utility, Road, Bridge and Building Projects; Services Including Submittal of Shop Drawings, Scheduling of Deliveries and Onsite Technical Assistance for Installation of Materials.	DBE

Appendix A



ZONING PERMIT APPLICATION

PERMIT #

_____ - _____

A zoning permit is required prior to ALL land development, including but not limited to the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure, any excavation or filling for a commercial purpose, or any change in the use of any structure or land. If the application is found to be complete, the Administrative Officer will issue a decision or refer the application to the Development Review Board within 30 days. Incomplete applications will not be processed. **An ACCURATE plot plan, drawn to scale, or a survey map for subdivisions, must be submitted in conjunction with this application (see page 3).** Applications for SIGNS must also include a diagram of the proposed sign depicting the exact dimensions of the sign(s).

SUBJECT PROPERTY INFORMATION			
Property Address/Location: _____			Current Use of Property:
Parcel ID Number: __ -- _____	Deed Reference: Vol. _____ Page _____	Zoning District:	Regulated Flood Hazard Area: <input type="checkbox"/> YES <input type="checkbox"/> NO
PROPERTY OWNER			
Name:		Phone:	
Mailing Address:		City:	
Email:		State:	Zip:
APPLICANT INFORMATION (IF DIFFERENT FROM PROPERTY OWNER)			
Name:		Phone:	
Mailing Address:		City:	
Email:		State:	Zip:

PROPOSED LAND DEVELOPMENT			
Project Description: SELECT <input type="checkbox"/> New building _____ <input type="checkbox"/> Addition to a building _____ <input type="checkbox"/> Change of use to _____ <input type="checkbox"/> Exterior Renovations <input type="checkbox"/> Interior Renovations <input type="checkbox"/> Subdivision of _____ lots <input type="checkbox"/> Sign(s) <input type="checkbox"/> Other: _____	Project description:		
	Project dimensions:	Project height:	Est Cost*: \$ _____ <small>*Required Field</small>
	Lot size:	Road frontage:	Building coverage:

ADDITIONAL PERMITS:	MISCELLANEOUS QUESTIONS:																		
This permit does not relieve the applicant of the responsibility of obtaining other permits required by the State of Vermont or the Town of Lyndon. ADDITIONAL PERMITS MAY BE REQUIRED. Please visit State Permit Navigator: www.dec.vermont.gov/permitnavigator Residential Building Energy Standards: (855)887-0673 State Highway Access Permit: contact Craig Keller, craig.keller@vermont.gov State Construction Permits: www.firesafety.vermont.gov/buildingcode/permits Wastewater & Potable Water Supply Permit: Sue Cross sue.cross@vermont.gov ACT 250: District Coordinator, Kirsten Sultan kirsten.sultan@vermont.gov Architectural Waste: James (Buzz) Surwilo, james.surwilo@vermont.gov	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Do you need a new water connection?</td> <td style="width: 20%; text-align: right;">[] Y [] N</td> </tr> <tr> <td>Do you need a new sewer connection?</td> <td style="text-align: right;">[] Y [] N</td> </tr> <tr> <td>Are you building a new driveway?</td> <td style="text-align: right;">[] Y [] N</td> </tr> <tr> <td>Are you modifying an existing driveway?</td> <td style="text-align: right;">[] Y [] N</td> </tr> <tr> <td>Are you creating/improving residential units?</td> <td style="text-align: right;">[] Y [] N</td> </tr> <tr> <td>Will your project include new a new septic/well?</td> <td style="text-align: right;">[] Y [] N</td> </tr> <tr> <td>Are any signs involved with your project?</td> <td style="text-align: right;">[] Y [] N</td> </tr> <tr> <td>Will your project require additional parking?</td> <td style="text-align: right;">[] Y [] N</td> </tr> <tr> <td>Is the project in the designated village center?</td> <td style="text-align: right;">[] Y [] N</td> </tr> </table>	Do you need a new water connection?	[] Y [] N	Do you need a new sewer connection?	[] Y [] N	Are you building a new driveway?	[] Y [] N	Are you modifying an existing driveway?	[] Y [] N	Are you creating/improving residential units?	[] Y [] N	Will your project include new a new septic/well?	[] Y [] N	Are any signs involved with your project?	[] Y [] N	Will your project require additional parking?	[] Y [] N	Is the project in the designated village center?	[] Y [] N
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Will your project require additional parking?	[] Y [] N																		
Is the project in the designated village center?	[] Y [] N																		



ZONING PERMIT APPLICATION

SIGNATURE REQUIRED

I certify that, to the best of my knowledge and belief, all information provided in this application is accurate and that all work shall be completed, and the property used, in accordance with this application and plot plan.

Owner Signature _____ Date _____

FEE SCHEDULE

Base Zoning Permit Application fee.....	\$55.00
Total Project square footage (for project(s) over 500 sq ft)	_____ x \$ 0.07 = \$ _____
Review by the Development Review Board (DRB).....	ADD \$100.00
Subdivisions.....	ADD \$50.00/lot
“After the fact” permits.....	Double Total Permit Fees
Applicant appeal of the decision of Zoning Administrator.....	\$30.00
Interested person appeal of the decision of Zoning Administrator.....	\$50.00
Rush Certificate of Occupancy	\$25.00

TOTAL DUE:	\$
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ADMINISTRATIVE OFFICER REVIEW AND INITIAL ACTION

<input type="checkbox"/> Fee Paid: \$ _____	<input type="checkbox"/> Deemed Complete: ___ / ___ / ___	Referred to DRB: <input type="checkbox"/> YES <input type="checkbox"/> NO
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ZONING ADMINISTRATOR FINAL DECISION

Application is: APPROVED DENIED

Reason for decision: _____

Signature _____ Date _____

This permit becomes effective following a ___ day appeal period. This permit does not relieve the applicant of the responsibility of obtaining other permits required by the State of Vermont or the Town of Lyndon.

THIS PERMIT EXPIRES 2 YEARS FROM DATE OF ZA APPROVAL OR DRB DECISION.

CERTIFICATE OF OCCUPANCY/CERTIFICATE OF COMPLETION

No person shall use or occupy, or permit the use or occupancy of, any land or structure created, erected, converted, changed, altered, or enlarged as authorized by this permit unless the Administrative Officer certifies that all work has been completed in accordance with the requirements of the permit. The construction and/or use(s) authorized by this permit is in accordance with applicable permit conditions and complies with the Town of Lyndon Zoning Bylaw standards.

Signature of Zoning Administrator _____ Date _____

RESIDENTIAL BUILDING ENERGY STANDARDS

A certificate as required by 30 V.S.A. §51 (residential building energy standards) or §53 (commercial building energy standards) for all new construction including additions, alterations, renovations, and repairs has been filed with the town clerk.

Signature of Zoning Administrator _____ Date _____



ZONING PERMIT APPLICATION

PLOT PLAN CHECKLIST (see sample plot plan attached)

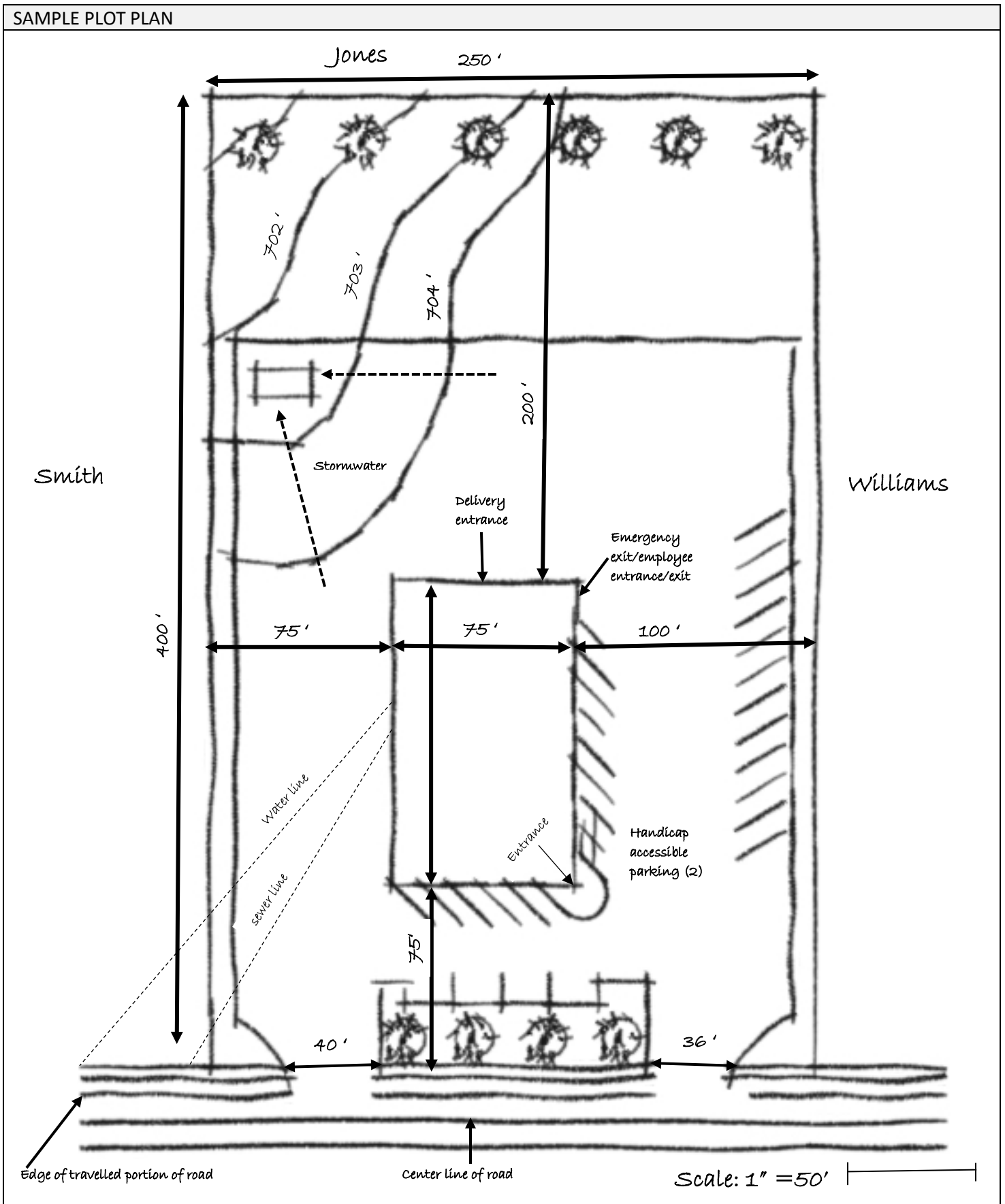
An **ACCURATE** plot plan, drawn to scale, must be submitted in conjunction with this application and must include all of the information listed below. Drawings must be no larger than 11" x 17" or must be submitted digitally. A survey map prepared and certified by a land surveyor duly licensed by the Board of Land Surveyors established under 26 V.S.A. § 2541 is required for subdivision applications.

- North Arrow, indication of scale used, and date of plot plan.
- Property Boundaries** – Drawn to scale with lot size/area noted. It is the responsibility of the landowner(s) to hire a professional surveyor or other qualified person if the exact boundaries of the property are unknown. The Town of Lyndon is unable to verify property line locations.
- Roads, Driveways, and Required Parking Spaces** – Location of abutting roads and existing and/or proposed driveway(s). Location and dimensions of parking spaces.
- Right-of-Ways & Easements** – Location of any public or private utility easements and location of any public or private rights-of-way and/or sidewalks.
- Structure Locations and Dimensions** – Existing and proposed building footprints, specifying location, size (include ALL dimensions), and shape of any structures present on the site or proposed for construction, including ALL accessory structures. i.e. sheds, decks, fences, pools, etc.
- Building Setbacks** – Provide the distance of the front, side, and rear yard setbacks as measured from the property line or edge of a right-of-way to ALL structures both existing and proposed. To determine the front setback, measure from the edge of the travelled portion of the right-of-way [white line or dirt] where no sidewalk is present, and from the edge of the sidewalk most distant from the travelled portion of the right-of-way where a sidewalk is present.
- Use(s) (i.e. single-family house, garage, shed, restaurant, office, etc.)** – Label the use(s) of each structure.
- Wastewater Line Connection or On-Site Wastewater System** – Indicate the location of the proposed wastewater line connection (*from building to Town wastewater line*) **OR** Indicate the location of the On-Site Wastewater System.
- Water Line Connection or Private Well** – Indicate the location of the proposed water line connection (*from building to Village water line*) **OR** indicate the location of the well.
- Special Flood Hazards Areas and Wetlands** – Indicate the location of any land affected by the application that lies within a flood hazard area or is listed in the National Wetlands Inventory.



ZONING PERMIT APPLICATION

SAMPLE PLOT PLAN



Appendix B



This area shown in blue is a current grassy place next to the current RCT operating and administrative facility in Lyndonville, Vermont that RCT proposes to turn into paved parking. The new parking area would be approximately 7,238 square feet (77' by 94').