

**STATE OF VERMONT GRANT AGREEMENT**

**Part 1-Grant Award Detail**

**SECTION I - GENERAL GRANT INFORMATION**

<sup>1</sup> Grant #:  <sup>2</sup> Original  Amendment #

<sup>3</sup> Grant Title:

<sup>4</sup> Amount Previously Awarded: \$0.00 <sup>5</sup> Amount Awarded This Action: \$0.00 <sup>6</sup> Total Award Amount: \$0.00

<sup>7</sup> Award Start Date:  <sup>8</sup> Award End Date:  <sup>9</sup> Subrecipient Award: YES  NO

<sup>10</sup> Vendor #:  <sup>11</sup> Grantee Name:

<sup>12</sup> Grantee Address:

<sup>13</sup> City:  <sup>14</sup> State:  <sup>15</sup> Zip Code:

<sup>16</sup> State Granting Agency:  <sup>17</sup> Business Unit:

<sup>18</sup> Performance Measures: YES  NO  <sup>19</sup> Match/In-Kind:  Description:

<sup>20</sup> If this action is an amendment, the following is amended:  
 Amount:  Funding Allocation:  Performance Period:  Scope of Work:  Other:

**SECTION II - SUBRECIPIENT AWARD INFORMATION**

<sup>21</sup> Grantee Identifier [UEI] #:  <sup>22</sup> Indirect Rate:  % <sup>23</sup> FFATA: YES  NO

<sup>24</sup> Grantee Fiscal Year End Month (MM format):  <sup>25</sup> R&D:

(Approved rate or de minimis 10%)

<sup>26</sup> Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):

**SECTION III - FUNDING ALLOCATION**

**STATE FUNDS**

Fund Type	<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions
General Fund			\$0.00	
Special Fund			\$0.00	
Global Commitment (non-subrecipient funds)			\$0.00	
Other State Funds			\$0.00	

**FEDERAL FUNDS**

*(includes subrecipient Global Commitment funds)*

**Required Federal Award Information**

<sup>31</sup> CFDA#	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Fed Award Date	<sup>38</sup> Total Federal Award
				\$0.00			
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
<b>Total Awarded - All Funds</b>		\$0.00	\$0.00	\$0.00			

**SECTION IV - CONTACT INFORMATION**

STATE GRANTING AGENCY	GRANTEE
NAME:	NAME:
TITLE:	TITLE:
PHONE:	PHONE:
EMAIL:	EMAIL:

## GRANT AGREEMENT PART 2

1. Parties: This is a Grant Agreement between the State of Vermont Department of Forests, Parks and Recreation, (hereinafter called “State”) and [REDACTED] with principal place of business at (hereinafter called “Subrecipient”).

It is the Subrecipient’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter: The subject matter of this Grant Agreement is to perform recreational trail work authorized by the United States Federal Highway Administration (FHWA), under the Federal Recreational Trails Program (RTP), Title 23 U.S.C. 206 for construction and maintenance of recreational trails. Specifications for work to be completed by the Subrecipient are described in Attachment A – Scope of Work.
3. Award Details: Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1 – Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.
4. Assurance: The Subrecipient shall assure that the recreational trail(s) in this agreement shall remain open and available for public use consistent with the recreational trail purpose for the useful life of the investment following the guidelines below. If the recreational trails cease to remain open and available for public use for the minimum term of this agreement, the Subrecipient shall be responsible for reimbursing the State and/or Federal funds to the State of Vermont.

The following guidelines outline the requirements for maintaining public access to recreational investments listed in greater detail in Attachment A – Scope of Work to be Performed.

- a) Snow grooming, minimum of one (1) year.
  - b) Wayfinding, signage and other minor assets minimum of five (5) years.
  - c) New trail construction projects and other major reconstruction, minimum of ten (10) years.
  - d) Permanent facility, minimum of twenty-five (25) years.
5. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
  6. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
  7. Attachments: This Grant consists of ## pages including the following attachments that are incorporated herein:

- Grant Agreement Part 1 – Grant Award Detail
- Grant Agreement Part 2 – Grant Agreement
- Attachment A - Scope of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - Standard State Provisions for Contracts and Grants

- Attachment D – FHWA 1273 Required Contract Provisions Federal-Aid Construction Projects
- Attachment E – Federal RTP Provisions
- Attachment F - Project Map
- Attachment G - Project Budget
- Attachment H - Landowner Permissions
- Attachment I - Standard Guidelines for Outdoor Recreation Assets

8. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Document shall be resolved according to the following order of precedence:

- a) Grant Agreement Part 1 and Part 2
- b) Attachment C
- c) Attachment A
- d) Attachment B
- e) Attachment D
- f) Attachment E
- g) Attachment F
- h) Attachment G
- i) Attachment H
- j) Attachment I

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

By the State of Vermont:

By the Subrecipient:

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Danielle Fitzko, Commissioner

Name: \_\_\_\_\_

Department of Forests, Parks and Recreation

Title: \_\_\_\_\_

**ATTACHMENT A  
SCOPE OF WORK TO BE PERFORMED**

**Project Overview:**

The overall purpose of \_\_\_\_\_ is to complete in the town of \_\_\_\_\_, Vermont. Site locations are generally depicted on the map in Attachment F-Map.

All work in this agreement will be done on property owned by \_\_\_\_\_ for which the Subrecipient shall maintain landowner permission in accordance with the terms of this agreement. Landowner permission is found in Attachment H.

This agreement provides funding to contribute to the completion of the project components outlined below. The Subrecipient shall use grant funds to cover services and costs associated with the project components as outlined in the Project Budget found in Attachment G.

The Subrecipient shall provide the following:

1. Project Components:

- a.
- b.
- c.

2. Metrics to Track:

- a.
- b.
- c.

3. Deliverables to share as separate digital files:

- a. Photos to document pre-improvements, construction/improvement site work, and the completed project components.
- b.

4. Project completion requirements:

- a. Project components and deliverables to share as separate digital files listed above.
- b. Final project performance report, in format provided by the State, to summarize the completion of project components listed above (successes and failures).
- c. Final reimbursement request in accordance with payment provisions found in Attachment B.

5. Other Provisions:

- a. Perform all work under this Agreement in compliance with State, federal, and local laws, regulations, and terms of the State of Vermont's permitting requirements.

- b. Submit Vermont Agency of Natural Resources Project Review Sheet or Permit Navigator Report to the State prior to start of any construction activities and obtain all required permits or clearances for projects outlined in this agreement prior to the commencement of work.
- c. The Subrecipient shall retain copies of permits with records associated with this agreement for a minimum of three (3) years from the end of the Grant period and submit them to the State prior to reimbursement when requested.
- d. Perform all work in accordance with the Standard Guidelines for Outdoor Recreation Assets form, and its instructions (Attachment I).
- e. Perform all associated work under this Agreement in accordance with the attached Project Budget (Attachment G).
- f. Provide for and maintain competent and adequate project supervision and inspection at the project site to ensure that the completed work conforms with State approved design plans and specifications.
- g. Seek written pre-approval from the State for modifications to routes, construction, and/or maintenance project components in this agreement and their locations due to variations in terrain. The scope and drawings in this Agreement portray an ideal situation. Minor adjustments which result in an equivalent end product shall be allowed following State approval.
- h. Comply with the Federal RTP Provisions in this agreement in Attachments D and E.
- i. Procurement Procedures: The Subrecipient may follow its own established written procurement procedures and standard bid processes if such procedures and processes meet: (1) the Federal RTP Provisions found in this agreement, in Attachments D and E; (2) the State's procedures found in the State of Vermont Agency of Administration Bulletin No. 3.5, Procurement and Contracting Procedures, online at: <https://aoa.vermont.gov/bulletins/3point5>; and, (3) the Subrecipient has a process to solicit price quotations from at least three potential vendors known to provide the specified services or products and retains written documentation of solicitation and quotes, and obtains optimal solutions at reasonable prices through procurement procedures that: (1) are efficient and cost effective, (2) promote fair and open competition, (3) guard against favoritism, fraud, and corruption, and (4) protect the interest of the State and its taxpayers. These written procurement procedures and standard bid processes must exist prior to the start date for this agreement listed in Part 1.
- j. The Subrecipient is responsible for including requirements in this Grant, in any Sub-Agreements or Sub-Contracts for any Subgrantees or Subcontractors performing work under this agreement, including, but not limited to those provisions regarding Sub-Agreements listed in paragraph 19 of Attachment C, and provisions listed in other Federal RTP Provisions in Attachments D and E, attached hereto.
- k. Submit a progress report with each request for reimbursement on a template provided by the State. In the event that the Subrecipient does not request reimbursement within one year of the grant start date, an annual performance report shall be submitted to the State Program Manager within one year of the grant start date to report project progress and annually henceforth until work in this agreement is completed. The State may conduct a site visit to evaluate project progress during the term of this agreement.

- l. Following completion of the Project Components and associated work (described in Attachment A, number 1), submit a final project performance report attesting to project completion.
- m. Any equipment purchased by the Subrecipient under this Grant Agreement will remain the property of the Subrecipient and may not be transferred to another party without written permission from the State. The Subrecipient agrees that at the end of the project period, the Subrecipient will continue to use the equipment purchased under this assistance agreement in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by State or Federal funds. Equipment is defined as any item with a fair market value of at least \$5,000.00.

SAMPLE

## ATTACHMENT B PAYMENT PROVISIONS

1. The State agrees to pay the Subrecipient a maximum grant amount as shown on page one of this agreement.
2. The State agrees to reimburse the Subrecipient for work performed up to the maximum grant provided such work is within the scope of the grant and is authorized and approved by the State. 5% of the maximum grant amount may be withheld from the Subrecipient until the project is completed and a final performance report is received and approved by the State. Failure to complete the project as specified in this agreement may result in denial of payment or the Subrecipient may be required to repay funds issued under this Agreement.
3. All project expenditures submitted to the State for reimbursement must be for direct project costs on allowable activities for the project specified in this agreement, Attachment A, paragraph 1.
4. Budget modifications in any category identified in Attachment G – Project Budget that are at or above 25% of the estimated budget for that category will require written State approval prior to finalizing any budget alterations or expending said funds. The Subrecipient shall notify the State at least 30 days prior to the end of the performance period and the State shall approve in writing any grant-funded budget category in Attachment G, where reported expenditures will be zero at the end of the performance period.
5. Pre-award costs incurred beginning \_\_\_\_\_ are allowable under this agreement as determined by the State and as related to scope of work in Attachment A.
6. Up to 18 months prior to \_\_\_\_\_ (same date as above), planning and environmental permitting costs may be used toward the Subrecipient's match but may not be reimbursed for under this agreement when incurred prior to this date.
7. The State shall not be responsible for any other expenses of the Subrecipient.
8. Grantees are required to provide a minimum 20% match of the total project cost through cash or in-kind contributions. These contributions must be tracked by their funding sources: other federal, state, local, and/or private. Grantees may only seek reimbursement up to 80% of the total project cost.
9. To request reimbursement, the Grantee shall submit the following to the State:
  - An invoice containing at minimum a unique invoice number, invoice date, Subrecipient name and address, and itemization of charges.
  - Supporting documentation for all expenses and match, including copies of invoices, labor reports forms, timesheets or other acceptable timekeeping records. Statements or invoices with donated services shall clearly indicate that the donation was made for the specific project component specified in this agreement. Donation documentation must include the donor's signature.
  - A Progress Report on a template provided by the State.

Reimbursement Request Submissions: The Subrecipient shall submit the items listed above by E-mail to the Recreation Grants Inbox at:  
[ANR.FPRRecreationGrants@vermont.gov](mailto:ANR.FPRRecreationGrants@vermont.gov).

In the event that the Subrecipient cannot submit invoices by E-mail, invoices shall be mailed to:

Vermont Department of Forests, Parks and Recreation  
Division of Land Acquisition and Recreation  
Outdoor Recreation Grants Team  
1 National Life Drive, Davis 2  
Montpelier, VT 05620-03801

10. Reimbursement requests shall be submitted no more than once every three months (or quarterly). If extenuating circumstances prevent a Subrecipient from adhering to this, please email the Recreation Grants Inbox. A final reimbursement request shall be submitted to the State within 90 days of the grant agreement end date.
11. The Subrecipient shall maintain supporting documentation of the procurement of all labor and materials associated with this agreement in accordance with the Office of Management and Budget (OMB) 2 CFR Part 200 for all costs and match reported against this agreement. In-kind match documentation must show that the donation was made specifically for the project funded in this agreement. The Subrecipient shall maintain all records pertaining to this agreement for a period of three years from the State's date of submission of the final expenditure report against the federal grant noted on Part 1, page 1, of this agreement. The State will provide this date to the Subrecipient upon request.



**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 7, 2023**

1. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.
2. **Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
4. **Sovereign Immunity:** The State reserves all immunities, defenses, rights, or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
7. **Defense and Indemnity:**
  - A. The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains

the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

- B. After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
  - C. The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
  - D. Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.
8. **Insurance:** During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/RiskClaims-COI>.
9. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.
10. **False Claims Act:** Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
11. **Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
12. **Use and Protection of State Information:**
- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
  - B. With respect to State Data, Party shall:
    - i. take reasonable precautions for its protection;
    - ii. not rent, sell, publish, share, or otherwise appropriate it; and

- iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
- i. strictly maintain its confidentiality;
  - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
  - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
  - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
  - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
- i. industry-standard firewall protection;
  - ii. multi-factor authentication controls;
  - iii. encryption of electronic Confidential State Data while in transit and at rest;
  - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
  - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
  - vi. training to implement the information security measures; and
  - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at:  
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

13. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
14. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.
15. **Offset:** The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.
16. **Taxes Due to the State:** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
17. **Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.
18. **Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.
19. **Sub-Agreements:** Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Confidentiality and Protection of State Information"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No

Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. **No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel, and/or education programs) to any officer or employee of the State during the term of this Agreement.
21. **Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.
22. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.
23. **Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
24. **Vermont Public Records Act:** Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*
25. **Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.
26. **Marketing:** Party shall not use the State’s logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.
27. **Termination:**
  - A. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.
  - B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty

(30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

- C. **Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.
28. **Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
29. **No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power, or remedy under this Agreement shall not impair any such right, power, or remedy, or be construed as a waiver of any such right, power, or remedy. All waivers must be in writing.
30. **State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to, and use of, State facilities, which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
31. **Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:
- A. **Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. **Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.
- C. **Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
32. **Requirements Pertaining Only to State-Funded Grants:**

- A. **Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

SAMPLE

**ATTACHMENT D**  
**FHWA-1273 Required Contract Provisions Federal-Aid Construction Projects**  
**REVISED October 23, 2023**

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

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

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

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.



**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

#### **8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

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

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

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

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

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

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1. e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

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

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

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

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

**c. Conformance.** (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**d. Fringe benefits not expressed as an hourly rate.**

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**e. Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

## **2. Withholding (29 CFR 5.5)**

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

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

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

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

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

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

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

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

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

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

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

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

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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



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

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

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

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

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

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

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

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

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

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

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

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

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

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

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

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

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

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

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

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

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

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

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

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

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

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

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

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

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

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

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

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

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;



- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

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

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

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

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

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

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

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

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

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

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

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

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

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

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

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

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

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

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

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

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

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

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**ATTACHMENT E**  
**Other Federal Recreational Trails Program (RTP) Provisions**  
**REVISED December 28, 2023**

- 1. Federal Recreational Trails Program legislation, rules, regulations, policies and procedures:** The Subrecipient shall perform work outlined in this agreement in accordance with the federal rules, regulations, policies and procedures of the Recreational Trails Program (RTP), as per Title 23 United States Code (U.S.C.) 206, online through the U.S. Department of Transportation Federal Highway Administration:  
[https://www.fhwa.dot.gov/environment/recreational\\_trails/legislation/#fastact](https://www.fhwa.dot.gov/environment/recreational_trails/legislation/#fastact)
- 2. Federal laws, restrictions, and requirements:** The Subrecipient acknowledges that the funds it is receiving under this agreement are proceeds from the Federal Highway Administration's Transportation Alternatives Program for which RTP is a set-aside program, subject to certain legal restrictions and requirements. The Subrecipient agrees to comply with such RTP requirements and all other relevant federal, state, and local laws and regulations in the fulfillment of the project described in the Subrecipient's grant agreement.
- 3. Compliance Requirements:** The Subrecipient agrees to comply with the requirements of all federal, state, and local laws, ordinances, and regulations applicable to this agreement.
- 4. Trail Standards:** Subrecipient shall use trail standards acceptable to and approved by the State for design, construction, rehabilitation, and maintenance of trails. The State shall provide information to the subrecipient regarding available and acceptable trail standards and guidelines.
- 5. Assurance:** The Subrecipient shall assure that the recreational trail(s) in this agreement shall remain open and available for public use consistent with the recreational trail purpose for the useful life of the investment, following the guidelines below. If the recreational trails cease to remain open and available for public use for the minimum term of this agreement, the Subrecipient shall be responsible for reimbursing the State and/or Federal funds to the State of Vermont. If the investments cease to remain open and available for public use, and no suitable alternative is developed, the grantee shall be responsible for reimbursing the State of Vermont the value of the funds provided to the Grantee pursuant to this Grant Agreement.

The following guidelines outline the requirements for maintaining public access to recreational investments listed in greater detail in Attachment A – Scope of Work to be Performed.

- a) Snow grooming, minimum of one (1) year.
  - b) Wayfinding, signage and other minor assets minimum of five (5) years.
  - c) New trail construction projects and other major reconstruction, minimum of ten (10) years.
  - d) Permanent facility, minimum of twenty-five (25) years.
- 6. Buy America Requirements for Federal-Aid Programs:** The [Build America, Buy America Act](#) (BABAA), enacted as part of the Bipartisan Infrastructure and Jobs Act on November 15, 2021, requires iron, steel, manufactured products, and construction materials used in a Federal-Aid Program project to be produced in the United States. As of May 14, 2022, each Federal agency must ensure that all manufacturing processes for construction materials used in Federally assisted infrastructure projects occur in the United States. Per [the notice issued by the Department of Transportation](#) on August 16, 2023, grants executed after that date under \$500,000 qualify for a waiver for BABAA. BABAA directs the U.S. Office of Management and Budget Made in America Office (MIAO) to issue standards and guidelines.
  - 7. Permits:** Prior to commencing any work set forth in this agreement, the Subrecipient shall secure, and pay for, any and all necessary Federal, State, and local (city/town) permits needed for work outlined in this agreement. The Subrecipient shall secure appropriate documentation of review, decision and permit for permits indicated on the Project Review Sheet or potential environmental reviews or permits noted in the Permit Navigator Report completed



by the Vermont Agency of Natural Resources Department of Environmental Conservation, for work in this agreement. This documentation shall be maintained by the Subrecipient and submitted to the State.

8. **Clean Water Act and Regulations Pertaining to Water Quality:** The Subrecipient shall ensure work in this agreement is performed in compliance with all applicable State water quality laws and regulations and all State laws and regulations pertaining to streams, lakes, ponds, and wetlands.
9. **Federal and Vermont Endangered Species Protection:** The Subrecipient shall be responsible for all work in this agreement to be performed in compliance with the Federal and State requirements to protect endangered species.
10. **State Historic Preservation Office (SHPO) Section 106 Archeological Clearance:** The Subrecipient shall comply with all requirements of Section 106 of the National Historic Preservation Act and the Vermont Division for Historic Preservation (DHP)'s State Historic Preservation Office (SHPO)'s Section 106 archeology clearance determination, including any conditions, or mitigation strategies, to be determined by SHPO.
11. **Signage:** Signs which function as traffic control devices must conform with the *Manual on Uniform Traffic Control Devices* (MUTCD). Part IX of the MUTCD, Traffic Controls for Bicycle Facilities, covers the bicycle related signs, pavement markings, and signals which may be used on highways or bikeways. Part IX is applicable to shared use paths (nonmotorized multiple-use trails which may provide a transportation purpose). The publication *Standard Highway Signs* has the detailed drawings for the highway signs prescribed in the MUTCD. These documents are available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. See also: <https://mutcd.fhwa.dot.gov>
12. **Fair Labor Wages (Davis-Bacon Act):** If the RTP project is within the right-of-way of a Federal-aid highway, Subrecipient shall comply with the Davis-Bacon wage rates in accordance with 23 U.S.C. 113 (a)
13. **Federal-Aid Construction Work:** The Subrecipient shall comply with the provisions of the Davis-Bacon Act (40-U.S.C. Section 276a to 276a7, the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), regarding labor standards for federally assisted construction sub agreements.
14. **Drug-free workplace certification:** By signing this agreement, the Subrecipient agrees to provide a drug-free workplace as required by 49 CFR part 29: <https://www.fhwa.dot.gov/cfo/pdf/49cfr29c.pdf>
15. **Suspension and Debarment Certification:** By signing this agreement, the Subrecipient agrees to fulfill the responsibility imposed by 49 CFR 29.510 regarding debarment, suspension, and other responsibility matters. In signing this agreement, the Subrecipient is providing the certification for its principals required in appendix A to 49 CFR part 29: <https://www.fhwa.dot.gov/cfo/pdf/49cfr29a.pdf> and <https://www.fhwa.dot.gov/cfo/pdf/49cfr29b.pdf>
16. **Lobbying Certification:** By signing this agreement, the Subrecipient agrees to abide by the lobbying restrictions set forth in 49 CFR part 20. In signing this agreement, the Subrecipient is providing the certification required in appendix A to 49 CFR part 20: <https://www.govinfo.gov/content/pkg/CFR-2011-title49-vol1/xml/CFR-2011-title49-vol1-part20-appA.xml>
17. **Compliance with all Federal Statutes and Executive Orders Relating to Equal Employment Opportunity and Non-discrimination:** As a condition to receiving any Federal financial assistance from the United States Department of Transportation Federal Highway Administration via funds received from the Vermont Department of Forests, Parks, the Subrecipient is subject to and must comply with the Title VI of the Civil Rights Act of 1964 as amended, and Executive Orders 11246, 11478, 13672, 13665, 13279 prohibiting Subrecipients of RTP federal-aid for any RTP-funded project work and any federal contractors and federally assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, national origin, sex, sexual orientation, or gender identity.

- 18. Section 162 (a) of the Federal – Aid Highway Act of 1973:** In addition to Title VI of the Civil Rights Act as amended and Executive Order 11246, the Subrecipient agrees to comply with the following: Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324) (sex), Age Discrimination Act of 1975 (age), and Section 504 of the Rehabilitation Act of 1973/Americans with Disabilities Act of 1990 (disability).
- 19. Equal Opportunity Plan:** If the Subrecipient is required by the Federal Office of Civil Rights to have an Equal Opportunity Plan, the Subrecipient must provide to the State a copy of the approval of their Equal Opportunity Plan.
- 20. Compliance with Uniform Administrative Requirements and Procurement Procedures:** The Subrecipient of a federal Recreational Trails Program grant shall adhere to the Federal Guidelines for Procurement Procedures (Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [2 CFR 200]), available online: <https://www.govinfo.gov/app/details/CFR-2017-title2-vol1/CFR-2017-title2-vol1-part200/context>
- 21. Procurement Procedures:** The Subrecipient may follow its own established written procurement procedures and standard bid processes if such procedures and processes comply with 2 CFR 200. If the Subrecipient does not have its own established written procedures and processes that follow requirements in 2CFR 200, the Subrecipient shall use the State's Bidding requirements, available online: <https://aoa.vermont.gov/bulletins/3point5>
- 22. The System for Award Management (SAM) Registration and SAM Maintenance:** By signing this agreement, the Subrecipient agrees maintain an active SAM registration with current information at all times during which it has an active Federal award or application under consideration by any federal or state agency. Use SAM.gov online: <https://sam.gov>



**ATTACHMENT F: PROJECT MAP**

SAMPLE

**ATTACHMENT G: PROJECT BUDGET**

SAMPLE

**ATTACHMENT H: LANDOWNER PERMISSIONS**

SAMPLE

## ATTACHMENT I: STANDARD GUIDELINES FOR OUTDOOR RECREATION ASSETS

### INSTRUCTIONS

- **Required Guidelines (pages X - X).** Grantees must review this section and adhere to the guidelines that match the project components outlined in Attachment A – Scope of Work.
  1. Guidelines are sorted by general activity(ies) under which there is a brief description of the types of work that activity(ies) includes. Grantees must review the Required Guidelines to confirm whether there are guidelines they need to follow to complete any of the project components outlined in their Attachment A, paragraph 1.
  2. If no required guidelines match a project component outlined under Attachment A, paragraph 1, grantees may follow their own standards.
  3. When there are overlapping guidelines that apply, grantees must adhere to the more stringent set of standards.
  4. When a grantee submits for reimbursement, they will be asked to note the guidelines they adhered to for completing their work. Grant program staff will check that the guidelines match the requirements outlined in this attachment and that the completed work meets guideline standards before a reimbursement can be issued. Contact the FPR Recreation Grants Team using the contact information below for any questions regarding which guidance is applicable.
- **Recommended Guidelines (pages X – X).** These guidelines are recommended as best practices for completing work and achieving successful outcomes for project components outlined in Attachment A – Scope of Work. They are not required.

For questions, please contact the Recreation Grants Inbox (ANR.FPRRecreationGrants@Vermont.gov).

### REQUIRED GUIDELINES

#### **Trail Design and Construction**

*For project components that include building and/or maintaining natural surface trails and installing signage along trails (e.g. trailhead kiosks, trail intersection signs, other informational signage).*

#### **For Bicycle & Pedestrian Facilities (Paved bike paths, roadways, and facilities):**

1. The guidelines and requirements applicable to multi-use trails, or bicycle and pedestrian facilities in the Vermont Pedestrian and Bicycle Facility Planning and Design Manual or an acceptable equivalent trail standard:  
<https://vtrans.vermont.gov/sites/aot/files/highway/documents/ltf/PedestrianandBicycleFacilityDesignManual.pdf>
2. AASHTO, Guide for the Development of Bicycle Facilities, 3rd Edition, American Association of State Highway and Transportation Officials, Washington, DC; 888-227-4860, [www.aashto.org](http://www.aashto.org), 1999.

#### **For Mountain Bike Trails:**

3. Best management practices in mountain bike trail construction in the International Mountain Bike Association (IMBA) guidelines, with resources available online: <http://www.imba.com/resources>
4. International Mountain Bike Association's (IMBA's) Trail Solutions: IMBA's Guide to Building Sweet Singletrack: <https://imba.com/resource/trail-solutions>
5. National Park Service, Guide to Sustainable Mountain Trails: Trail Assessment, Planning, and Design Sketchbook, September 2007. [http://www.nps.gov/dsc/docs/GuideToSustainableMountainTrails\\_2007.pdf](http://www.nps.gov/dsc/docs/GuideToSustainableMountainTrails_2007.pdf)
6. The guidelines in the United States Department of Agriculture Forest Service (USFS) Trail Construction and Maintenance Notebook: 2007

Edition. [https://www.fhwa.dot.gov/environment/recreational\\_trails/publications/fs\\_publications/07232806/to\\_c.cfm](https://www.fhwa.dot.gov/environment/recreational_trails/publications/fs_publications/07232806/to_c.cfm)

7. USFS Trail Design Parameters of the United States Department of Agriculture Forest Service: [https://www.fs.fed.us/recreation/programs/trail-management/documents/trailfundamentals/03-TrailDesignParaHandout\\_Sec508\\_01-24-17\\_150dpi.pdf](https://www.fs.fed.us/recreation/programs/trail-management/documents/trailfundamentals/03-TrailDesignParaHandout_Sec508_01-24-17_150dpi.pdf)

8. USFS Trail Fundamentals and Trail Management Objectives. 2011. USFS. [Trail Fundamentals and Trail Management Objectives | US Forest Service \(usda.gov\)](#)

#### **For Human-Powered Hiking, Pedestrian and Multiple Uses:**

9. The guidelines in the United States Department of Agriculture Forest Service (USFS) Trail Construction and Maintenance Notebook: 2007 Edition. [https://www.fhwa.dot.gov/environment/recreational\\_trails/publications/fs\\_publications/07232806/to\\_c.cfm](https://www.fhwa.dot.gov/environment/recreational_trails/publications/fs_publications/07232806/to_c.cfm)

10. USFS Trail Design Parameters of the United States Department of Agriculture Forest Service: [https://www.fs.fed.us/recreation/programs/trail-management/documents/trailfundamentals/03-TrailDesignParaHandout\\_Sec508\\_01-24-17\\_150dpi.pdf](https://www.fs.fed.us/recreation/programs/trail-management/documents/trailfundamentals/03-TrailDesignParaHandout_Sec508_01-24-17_150dpi.pdf)

11. USFS Trail Fundamentals and Trail Management Objectives. 2011. USFS. [Trail Fundamentals and Trail Management Objectives | US Forest Service \(usda.gov\)](#)

#### **For Trails In National Parks:**

12. National Park Service Resources: [Sustainable Trails \(U.S. National Park Service\) \(nps.gov\)](#)

#### **For Trail Work Along The Appalachian Trail:**

13. Appalachian Trail Design, Construction and Maintenance. [A.T. Design, Construction, and Maintenance - Appalachian Trail Conservancy \(atctrailstore.org\)](#)

#### **For Cross-Country and Back-Country Ski Trails:**

14. USFS Trail Fundamentals and Trail Management Objectives. 2011. USFS. [Trail Fundamentals and Trail Management Objectives | US Forest Service \(usda.gov\)](#)

15. USFS Trail Design Parameters of the United States Department of Agriculture Forest Service: [https://www.fs.fed.us/recreation/programs/trail-management/documents/trailfundamentals/03-TrailDesignParaHandout\\_Sec508\\_01-24-17\\_150dpi.pdf](https://www.fs.fed.us/recreation/programs/trail-management/documents/trailfundamentals/03-TrailDesignParaHandout_Sec508_01-24-17_150dpi.pdf)

16. Catamount Trail Association Chief Handbook: <http://catamounttrail.org/wp-content/uploads/2016/11/TrailChiefHandbookUpdatedNOV2016.pdf>

17. Cross-Country Back-Country Ski Trail Etiquette: <https://catamounttrail.org/ski-the-ct/trail-etiquette/>

#### **For Snowmobile Trails:**

18. VAST Trail Policy Manual: <https://vtvast.org/Forms/2019/Trail%20Policy%20Manual%206-26-18.pdf>

19. VAST Best Practices for the Development of Snowmobile Trails: <https://vtvast.org/Forms/2020/Trails%20Manual2019.pdf>

20. Guidelines for Snowmobile Trail Signing & Placement:  
<https://vtvast.org/Forms/2020/Guidelines%20for%20Snowmobile%20Trail%20Signing%20&%20Placement%20FY19.pdf>

**For Wetlands and/or Waterways:**

21. Wetland Trail Design and Construction.

[http://www.fhwa.dot.gov/environment/recreational\\_trails/publications/fs\\_publications/01232833/toc.cfm](http://www.fhwa.dot.gov/environment/recreational_trails/publications/fs_publications/01232833/toc.cfm)

22. The guidelines in the United States Department of Agriculture Forest Service (USFS) Trail Construction and Maintenance Notebook: 2007

Edition. [https://www.fhwa.dot.gov/environment/recreational\\_trails/publications/fs\\_publications/07232806/toc.cfm](https://www.fhwa.dot.gov/environment/recreational_trails/publications/fs_publications/07232806/toc.cfm)

23. USFS Trail Design Parameters of the United States Department of Agriculture Forest Service: [https://www.fs.fed.us/recreation/programs/trail-management/documents/trailfundamentals/03-TrailDesignParaHandout\\_Sec508\\_01-24-17\\_150dpi.pdf](https://www.fs.fed.us/recreation/programs/trail-management/documents/trailfundamentals/03-TrailDesignParaHandout_Sec508_01-24-17_150dpi.pdf)

24. USFS Trail Fundamentals and Trail Management Objectives. 2011. USFS. [Trail Fundamentals and Trail Management Objectives | US Forest Service \(usda.gov\)](#)

**For Equestrian Trails:**

25. Equestrian Design Guidebook for Trails, Trailheads and Campgrounds. December 2007. US Department of Agriculture, Forest Service.

[http://www.fhwa.dot.gov/environment/recreational\\_trails/publications/fs\\_publications/07232816/index.cfm](http://www.fhwa.dot.gov/environment/recreational_trails/publications/fs_publications/07232816/index.cfm)

26. Recreational Horse Trails in Rural and Wildland Areas: Design, Construction, and Maintenance by Dr. Gene W. Wood, Professor Emeritus, Clemson University.

<http://www.americantrails.org/resources/wildlife/genewoodwild.html>

27. The guidelines in the United States Department of Agriculture Forest Service (USFS) Trail Construction and Maintenance Notebook: 2007

Edition. [https://www.fhwa.dot.gov/environment/recreational\\_trails/publications/fs\\_publications/07232806/toc.cfm](https://www.fhwa.dot.gov/environment/recreational_trails/publications/fs_publications/07232806/toc.cfm)

28. USFS Trail Design Parameters of the United States Department of Agriculture Forest Service: [https://www.fs.fed.us/recreation/programs/trail-management/documents/trailfundamentals/03-TrailDesignParaHandout\\_Sec508\\_01-24-17\\_150dpi.pdf](https://www.fs.fed.us/recreation/programs/trail-management/documents/trailfundamentals/03-TrailDesignParaHandout_Sec508_01-24-17_150dpi.pdf)

29. USFS Trail Fundamentals and Trail Management Objectives. 2011. USFS. [Trail Fundamentals and Trail Management Objectives | US Forest Service \(usda.gov\)](#)

**Universal Accessibility and Improving Accessibility:**

*For project components that aim to address adaptive recreation, universal accessibility and/or accessible facility needs.*

30. Universally accessible guidelines for boating facilities: <https://www.access-board.gov/attachments/article/589/boating.pdf>

31. Americans with Disabilities Act standards for Recreation Facilities: <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-ada-standards/ada-standards/chapter-10-recreation-facilities>

32. Universally accessible guidelines found in the Accessibility Guidebook on Outdoor Recreation and Trails, found online at: <https://www.fs.usda.gov/sites/default/files/Accessibility-Guide-Book.pdf>

33. For Adaptive Mountain Bike (aMTB) Trails, Adaptive Trails Design Specs: <https://adaptivetrails.com/#specs>

34. Kootenay Adaptive Sport Association's Adaptive Mountain Biking (aMTB) Trail Standards 2020 with Appendix for Adaptive Mountain Biking (aMTB) Trail Difficulty Rating System: [https://kootenayadaptive.com/wp-content/uploads/2021/03/KASA-Adaptive-Standard\\_FINAL-EDIT2.pdf](https://kootenayadaptive.com/wp-content/uploads/2021/03/KASA-Adaptive-Standard_FINAL-EDIT2.pdf)

#### **Arborist Industry Standards:**

*For project components that will require tree cutting.*

35. Certified arborist industry standards:

[http://www.tcia.org/TCIA/Build\\_Your\\_Business/A300\\_Standards/A300\\_Standards.aspx?hkey=96ef3b27-af56-4ada-8670-d848787d1e30&WebsiteKey=b9a41e1f-978d-4585-9172-c411c78c5c14](http://www.tcia.org/TCIA/Build_Your_Business/A300_Standards/A300_Standards.aspx?hkey=96ef3b27-af56-4ada-8670-d848787d1e30&WebsiteKey=b9a41e1f-978d-4585-9172-c411c78c5c14)

36. Safety requirements for arboricultural operations found online at: <https://www.isa-arbor.com/store/product/122/#:~:text=2017%20ANSI%20Z133,General%20safety>

#### **Street Signage Requirements:**

*For project components that are installing signage on streets for traffic control, such as where there are trail crossings, bicycle and pedestrian lanes, or upcoming trailhead parking areas.*

37. The Manual on Uniform Traffic Control Devices (MUTCD) produced by the Federal Highway Administration (FHWA): [Manual on Uniform Traffic Control Devices \(MUTCD\) - FHWA \(dot.gov\)](#)

#### **Land Acquisition:**

*For project components that use grant program funding to acquire property.*

38. Uniform Standards of Professional Appraisal Practice: [Item Detail - 2020-21 eUSPAP \(PDF\) \(appraisalfoundation.org\)](#)

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## **RECOMMENDED RESOURCES**

### **Bicycle & Pedestrian Facilities (Paved bike paths, roadways, and facilities):**

39. The guidelines and requirements applicable to multi-use trails, or bicycle and pedestrian facilities in the Vermont Pedestrian and Bicycle Facility Planning and Design Manual: <https://vtrans.vermont.gov/sites/aot/files/highway/documents/ltf/PedestrianandBicycleFacilityDesignManual.pdf>

40. Vermont Agency of Transportation Bicycle & Pedestrian Program: [Bicycle and Pedestrian Program | Agency of Transportation \(vermont.gov\)](#)

41. Complete Streets: A Guide for Vermont Communities: [Complete Streets - A Guide for Vermont Communities \(healthvermont.gov\)](#)

### **For Wetlands and/or Waterways:**

42. Logical Lasting Launches: Design Guidance for Canoe and Kayak Launches. 2004. National Park Service Rivers, Trails & Conservation Assistance Program. <http://www.nps.gov/ncrc/programs/rtca/helpfultools/launchguide.pdf>

43. Developing Water Trails in Iowa. Revised 2010. Iowa DNR.  
<http://www.iowadnr.gov/Recreation/CanoeingKayaking/WaterTrailDevelopmentTools/WaterTrailsToolkit.aspx>

44. USFS Standard Trail Plans & Specifications: <https://www.fs.fed.us/managing-land/trails/trailmanagement-tools/trailplans>

#### **Off-Highway Vehicle (OHV) Trails:**

45. ATV/OHV Trail planning, design, development, and management guidelines from the National Off-Highway Vehicle Conservation Council: [Online Resource Hub – NOHVCC](#)

#### **Snowmobile Trails:**

46. International Association of Snowmobile Administrators (IASA) Resources:  
<https://www.snowiasa.org/guidelines-resources/>

#### **For trails in Vermont town forests:**

47. Vermont Town Forest Trail Design Guide  
[https://vtcommunityforestry.org/sites/default/files/pictures/Town\\_Forest\\_Toolkit/Implementation\\_Pod/trail\\_design\\_guide.pdf](https://vtcommunityforestry.org/sites/default/files/pictures/Town_Forest_Toolkit/Implementation_Pod/trail_design_guide.pdf)

#### **Universal Accessibility and Improving Accessibility**

48. Break the Boundary (Based in Australia) <https://breaktheboundary.com.au/>

#### **Other Trail Construction and Design Resources**

49. A long list of additional resources for guidance and manuals with standards are available from the Federal Highway Administration (FHWA) online at: resources, guidance and manuals can be found at:  
[http://www.fhwa.dot.gov/environment/recreational\\_trails/guidance/manuals.cfm](http://www.fhwa.dot.gov/environment/recreational_trails/guidance/manuals.cfm)

50. American Trails is the leading national clearinghouse for trail information and provides additional professional resources: <http://www.americantrails.org/resources/accessible/index.html>

51. Ontario's Best Trails: Guidelines and Best Practices for the Design, Construction and Maintenance of Sustainable Trails for All Ontarians [Microsoft Word - TAOC Draft C 2006-11-07.doc \(repro.org\)](#)

52. Trail Planning, Design & Development Guidelines. 2007. MN DNR, Trails & Waterways Div., St. Paul, MN. [https://www.dnr.state.mn.us/publications/trails\\_waterways/tgmanual/index.html](https://www.dnr.state.mn.us/publications/trails_waterways/tgmanual/index.html)

#### **For Deconstruction and Disposal of Recreational Structures**

53. Vermont Agency of Natural Resources Department of Environmental Conservation Construction & Demolition Waste Recycling guidelines: <https://dec.vermont.gov/waste-management/solid/materials-mgmt/construction-waste>

#### **Strategic Planning & Community Engagement**

54. Vermont Council on Rural Development Community Leadership Guide:  
<https://www.vtrural.org/sites/default/files/TheGuide.pdf>



55. Vermont Urban and Community Forestry Step-by-Step planning process: <https://vtcommunityforestry.org/places/town-forests/recreation-planning-initiative/recreation-planning-toolkit/step-step-planning>

56. Better Places Grant Program Placemaking Resources: <https://accd.vermont.gov/community-development/funding-incentives/better-places-resources>

57. International Association of Public Participation (IAP2) Spectrum of Public Participation: [https://cdn.ymaws.com/www.iap2.org/resource/resmgr/pillars/Spectrum\\_8.5x11\\_Print.pdf](https://cdn.ymaws.com/www.iap2.org/resource/resmgr/pillars/Spectrum_8.5x11_Print.pdf)

## **Equity in Placemaking**

58. Sustainable CT Equity Toolkit: [https://outside.vermont.gov/agency/ACCD/ACCD\\_Web\\_Docs/CD/CPR/Better-Places/TOOLKIT%20LINKS/CPR-BP-EquityToolkit\\_SustainableCT.pdf](https://outside.vermont.gov/agency/ACCD/ACCD_Web_Docs/CD/CPR/Better-Places/TOOLKIT%20LINKS/CPR-BP-EquityToolkit_SustainableCT.pdf)

59. National Recreation and Park Association Equity Language guide: <https://www.nrpa.org/our-work/Three-Pillars/equity/equity-language-guide/>

60. A Planning Guide for Making Temporary Events Accessible to People with Disabilities: <https://adata.org/guide/planning-guide-making-temporary-events-accessible-people-disabilities>