ADDENDUM 1

Date 7/14/16

1. The project plans have been revised. The only project plan set to use for the bidding and construction of this project shall be the plan set labeled as "**REVISED 7/14/16**". There were no revisions to the standard sheets in the plans.

2. Sealed bids from pre-qualified contractors shall be accepted until **6:00** PM, prevailing time on **August 3, 2016** at the Pomfret Town Office, 5218 Pomfret Rd., Pomfret, VT 05053 for construction of the project hereinafter described. Bid opening will occur immediately after the bid submittal deadline. The time of receiving and opening bids may be postponed due to emergencies or unforeseen conditions. Sealed BIDS shall be marked in the lower left hand corner: Bid Documents: Pomfret D4-FAS 0166-60

   QUESTIONS:
   The Question period will end at **3:00 PM on July 27, 2016**. All questions shall be addressed solely to Michael Reese, Phone: (802) 457-4770 or (802) 457-3861
   E-mail: Michael.Reese@PomfretVT.us

3. The Bid Proposal Form has been revised. The only bid proposal form to use to submit a bid for this project shall be the bid proposal marked "Revised 7/14/16".

   Bidders shall acknowledge receipt of any addenda to this solicitation by identifying the addendum number and date on the bid form. Bids which fail to acknowledge the bidders receipt of any addenda will result in the rejection of the bid.

   A proposal may be declared "Informal" and hence rejected if it shows any alteration of form, omissions or additions not called for in the proposal, lacks proper signatures, is a conditional bid, has alternate bids unless required in the proposal, has irregularities of any kind, has changes to the printed content, is submitted on a form not furnished by the Town, is incomplete, fails to acknowledge receipt of one or more addendums, or includes a clause in which the bidder reserves a right to accept or reject the contract award.

✓ **EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION:** Certification is required by the Equal Employment Opportunity regulations of the Secretary of labor (41 CFR 60-1.7(b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Generally only contracts and subcontracts of $10,000 or under are exempt as set forth in 41 CFR 60-1.5. See Appendix A for Contractors EEO Certification Form (CA-109).

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

✓ **DEBARMENT AFFIDAVIT:** All bidders are required to execute a sworn statement, certifying that the bidder has not within the last three (3) years been, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and has not been indicted, convicted or had civil judgment

4. SECTION 109 of the 2011 Standard Specifications – MEASUREMENT AND PAYMENT, is hereby modified by adding new Subsection 109.10 LUMP SUM PROJECT as follows:

109.11 LUMP SUM PROJECT. The quantity of work for a project designated as Lump Sum Project shall be measured for payment on a lump sum basis for all of the complete and accepted work in the Contract. This provision shall replace in its entirety all of the Method of Measurement subsections in this contract with the exception of item 900.645 Special Provision (Traffic Control, All Inclusive) which will be paid for separately.

The completed and accepted work for the project will be paid for at the Lump Sum bid price. Payment will be full compensation for completing the specified work including all individual work items. This provision shall replace in its entirety all of the Basis of Payment subsections in this contract with the exception of item 900.645 Special Provision (Traffic Control, All Inclusive) which will be paid for separately.

Any estimated quantities shown on the plans are approximate and no guarantee is made that a constructed quantity which can be determined by computations, based on the details and dimensions shown on the Plans, will equal the estimated quantities for any/all items of work. No adjustment in the bid price for item 900.645 Special Provision (Lump Sum Project) will be made in the event that the quantity based on computations does not equal the quantity shown in the plans.

5. Special Provision Pay Item Added:

TRAFFIC CONTROL, ALL INCLUSIVE

DESCRIPTION. This work shall consist of establishing and maintaining traffic control measures to protect the traveling public and construction operations as indicated in the Plans and as directed by the Engineer. The work under this Section shall meet the requirements of these provisions, the Plans, and Section 641 of the Standard Specifications.

SUBMITTALS. The Contractor shall submit a site-specific traffic control plan for approval in accordance with Subsection 105.03, except that it shall be submitted to the Engineer. The traffic control plan shall conform to the requirements of the MUTCD and all applicable Agency Standard Drawings. The traffic control plan shall include a traffic control plan for each phase of construction. The Contractor shall allow the Agency 7 calendar days to review and approve the proposed traffic control plan before it is to be implemented.

TRAFFIC CONTROL DEVICES. Temporary traffic signals and detectors shall conform to the notes on the plans and meet the requirements of Section 678. Temporary traffic barrier shall meet the requirements of Section 621. Temporary pavement markings and removal of existing pavement markings shall meet the requirements of Section 646. Portable Changeable Message Signs, if required, shall meet the requirements of Section 641.

METHOD OF MEASUREMENT. The quantity of Special Provision
(Traffic Control, All-Inclusive) to be measured for payment will be on a lump sum basis for providing traffic control in the complete and accepted work.

BASIS OF PAYMENT. The accepted quantity of Special Provision
(Traffic Control, All-Inclusive) will be paid for at the Contract lump sum price.
Payment will be full compensation for preparing, implementing, inspecting, maintaining, and removing the applicable traffic control plan and required traffic control devices, including but not limited to temporary traffic barrier, temporary pavement markings, and signing; for

providing personnel necessary for implementing the traffic control plan, including uniformed traffic officers and flaggers; and for furnishing all labor, including traffic patrol vehicle operators if used by the Contractor, tools, materials, equipment, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
900.645 Special Provision (Traffic Control, All Inclusive)	Lump Sum

6. Special Provision Pay Item Added:

LUMP SUM PROJECT

DESCRIPTION. This item is for payment of all work done on the project. All work shall meet the requirements of the VAOT Specifications associated with that item of work.

METHOD OF MEASUREMENT. The quantity of Special Provision (Lump Sum Project) to be measured for payment will be on a lump sum basis for the complete and accepted work.

BASIS OF PAYMENT. The accepted quantity of Special Provision (Lump Sum Project) will be paid for at the Contract lump sum price.

Payment will be full compensation for performing all Contract work. The work under each individual item shall be performed in accordance with the corresponding specification for that item. Payment will be full compensation for furnishing all labor, tools, materials, equipment, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
900.645 Special Provision (Lump Sum Project)	Lump Sum

7. The Special Provision TEMPORARY RELOCATION OF STREAM BASIS OF PAYMENT Shall be modified as follows: All costs associated with this work shall be incidental to Item 900.645 Special Provision (Lump Sum Project).

POMFRET D4-FAS 0166-66

BID PROPOSAL FORM

Proposal of Griffin & Griffin Excavation, Inc
1909 Airport Road
North Fayston Vt. 05660
Address

to furnish the necessary labor, equipment and material to perform all work in accordance with the Plans, 2011 Standard Specifications for Construction, Contract Documents, and the description of construction as contained herein.

Bidder Acknowledges receipt of the following Addenda:

Addendum #1 7-14-2016

Ladies and Gentlemen:

In accordance with the Plans, 2011 Standard Specifications for Construction, Contract Documents and the description of the construction as shown above, I, or we, hereby certify that I am, or we are, the only person or persons interested in this Proposal as principal or principals; that it is made without collusion with any person, firm, or corporation; that an examination has been made of the Proposal, the Plans, the Specifications and the site of the work, and that I, or we, propose to furnish all necessary machinery, equipment, tools, labor and other means of construction, and all materials specified, in the manner and at the time prescribed, understanding that the quantities of work as shown herein are only estimated and approximate and are subject to increase or decrease and that all quantities of work, whether increased or decreased, are to be performed at the following unit prices:

Name (Print or Type) ROBERT D. GRIFFIN

Signature Robert D Griffin

This Proposal shall be filled in by the Bidder, with each Unit Price written **IN WORDS AND IN FIGURES** and the extensions properly made in figures.

	DESCRIPTION OF ITEM	UNIT	ESTIMATED QUANTITY	ITEM BID PRICE
	900.645 Special Provision (Traffic Control, All Inclusive)	Lump Sum	1	$ 6,800.00
	900.645 Special Provision (Lump Sum Project)	Lump Sum	1	$ 90,000.00
Total Contract Amount				$ 96,800.00

Six Thousand Eight Hundred Dollars 00/100
(900.645 Traffic Control (All Inclusive) – Written Amount in Words)

Ninty Thousand Dollars 00/100
(900.645 Special Provision (Lump Sum Project)– Written Amount in Words)

Name (Print or Type) ROBERT D. GRIFFIN

Signature Robert D Griff

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Griffin & Griffin Excavating**
1909 Airport Road, North Fayston, VT 05660
as Principal, hereinafter called the Principal, and **Aegis Security Insurance Company**
2407 Park Drive, Harrisburg, PA 17110
a corporation duly organized under the laws of the State of **Delaware**

as Surety, hereinafter called the Surety, are held and firmly bound **Town of Pomfret, Vermont, 5218 Pomfret Road, North Pomfret, VT 05053**

as Obligee, hereinafter called the Obligee, in the sum of
Five Percent of Accompanying Bid ---------- Dollars ($ **5% of Bid**),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Pomfret Slope Repair – Pomfret Road TH#1 D4-FAS 0166-60**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **3rd day of August, 2016**

(Witness)

Griffin & Griffin Excavating
(Principal) (Seal)

(Title)Principal Owner

(Witness)

Aegis Security Insurance Company
(Surety) (Seal)

Christina Henderson (Title) Attorney-in-Fact

THIS POWER NULL AND VOID IF NUMBER IS NOT IN RED
POWER CERTIFICATE NO. CT 209

AEGIS SECURITY INSURANCE COMPANY
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT AEGIS SECURITY INSURANCE COMPANY does hereby make, constitute and appoint: **ADAM C. OSHA, CHRISTINA HENDERSON**

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf surety bonds, undertaking and other instruments of similar nature as follows: **$5 MILLION**

This Power of Attorney is granted and sealed under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 4th day of February, 1993.

"Resolved, That the President, any Vice President, the Secretary and any Assistant Secretary appointed for that purpose by the officer in charge of surety operations shall each have authority to appoint individuals as Attorney-in-Fact or under other appropriate titles with authority to execute on behalf of the Company, fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such an appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal or facsimile thereof may by imposed or fixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

"Resolved, That the signature of each of the following officers; President, Vice President, any Assistant Vice President, any Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any Certificate relating thereto, appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for the purpose only of executing and attesting bonds and undertaking and other writings upon the Company and any such power required and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, AEGIS SECURITY INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President this 24th day of March, 2016.

AEGIS SECURITY INSURANCE COMPANY

By: W. J. Wollyung III

AEGIS SECURITY INSURANCE COMPANY CORPORATE SEAL 1977 PENNSYLVANIA

W. J. WOLLYUNG, III
President

Commonwealth of Pennsylvania }
} s.s.: Harrisburg
County of Dauphin }

On this 24th day of March, 2016, before me personally came William J. Wollyung, III to me known, who being by me duly sworn, did depose and say that he is President of **AEGIS SECURITY INSURANCE COMPANY,** the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed her name thereto by like order.

Rebecca J. Liddick

REBECCA LIDDICK COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

REBECCA LIDDICK
Notary Public
My Commission Expires July 25, 2017

I, the undersigned, Secretary of **AEGIS SECURITY INSURANCE COMPANY,** a Pennsylvania corporation, **DO HEREBY CERTIFY** that the foregoing and attached Power of Attorney remains in full force and has not been revoked: and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of Harrisburg, in the Commonwealth of Pennsylvania, dated this 3 day of August, 2016

Deborah A. Good

AEGIS SECURITY INSURANCE COMPANY CORPORATE SEAL 1977 PENNSYLVANIA

DEBORAH A. GOOD
Secretary

Construction Projects Completed:

Town of Duxbury, VT Hayes Brook Culvert Replacement. 25% Subcontracted Completed November 2015, Location: Duxbury, Vermont Milone & McBroom Engineering; Jessica Louisos Contact: (802) 882-8335	**$151,669.00**
Town of Underhill, VT Dean Road Culvert Replacement. 30% Subcontracted Completed December 2015, Location: Underhill, Vermont. Eckman Engineering: Kurt Biron Contact: (802) 223-9508	**$171,702.00**
Town of Royalton, VT Gilman Road Realignment. 3% Subcontracted Completed December 2015, Location: Royalton, VT Dubois & King Inc.: Chandler Engel Contact: (802) 728-3376	**$599,556.00**
Subcontractor for Blue Ridge Construction City of Montpelier, Sewer Line, Completed August 2015, Location: North Street City of Montpelier, Kurt	**$ 46,932.00**
Town of Bridport, VT Crown Point Road, Culvert Replacement. 8% Subcontracted Completed August 2015, Location: Bridport Otter Creek Engineering, Inc., Brent Rakowski Tel: 802-382-8522, Cell: 802-779-2475	**$ 247,750.00**
Town of Duxbury River Road, Culvert Replacement. 8% Subcontracted Completed July 2015, Location: Duxbury Charles Grenier Engineering, John Grenier Tel: 244-6413	**$ 82,325.00**

State of Vermont, Fish & Wildlife Department **$ 231,000.00**
Sand Bar WMA Dike Repair Project. 13% Subcontracted
Completed October 2015,
Location: Milton, VT – Jim Burke Cell 802-777-3396 (Fish & Wildlife)

State of VT Military Dept – Access Improvements – LZ Gold **$ 102,700.00**
Completed June 2015. 0% Subcontracted
Location: Jericho, VT
John Medenwald (State of VT Military Dept) Cell 802-233-0814

VERMONT SECRETARY OF STATE

Jim Condos

Corporation Information

Corporation Name	GRIFFIN & GRIFFIN EXCAVATING, INC.
Corporation Status	Active
File No	V-62735-0
Type	Vermont
Incorporation Date	05/24/2000
State of Incorporation	VT
Fiscal Month End	12
Registered Agent	ROBERT D.GRIFFIN
Address	1909 AIRPORT ROAD
City State Zip	N. FAYSTON VT 05660
President	ROBERT GRIRFFIN
Vice Pres	-NONE ON FILE-
Secretary	MURIEL GRIFFIN
Treasurer	MURIEL GRIFFIN
Director1	ROBERT GRIFFIN
Director2	-NONE ON FILE-
Director3	-NONE ON FILE-
Principal Street Address	1909 AIRPORT ROAD
City State Zip	N. FAYSTON VT 05660
Last Annual Report	12/31/2011

Above accurate as of: 08/07/2013

Information Contact

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APPENDIX A

STATE OF VERMONT
AGENCY OF TRANSPORTATION

November, 1985
CA-109

CONTRACTOR'S EEO CERTIFICATION FORM

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

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

GRIFFIN & GRIFFIN | Robert D Griffin | President
Company | By | Title

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

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

APPENDIX B

CA-91

STATE OF VERMONT
AGENCY OF TRANSPORTATION
DEBARMENT AND NON-COLLUSION AFFIDAVIT

I, Robert D Griffin, representing
(Official Authorized to Sign Contracts)

GRIFFIN + GRIFFIN EXCAVATING, INC of VERMONT,
(Individual, Partnership or Corporation) (City or State)

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

Pomfret Road TH#1
(Project Name)

D4-FAS 0166-60 project located on Pomfret TH #1
(Project Number) (Route or Highway)

bids opened at Town of Pomfret
(Town or City)

Vermont on 8/3, 2016
(Date)

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

Exceptions: ✓ No _____ Yes. (If yes complete back of this form.)

Sworn to before me this

12 day of JULY, 2016

(Notary Public)

(My commission expires 02/10/2019

GRIFFIN + GRIFFIN EXCAVATING, INC L.S.
(Name of Individual, Partnership or Corporation)

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

ROBERT D GRIFFIN L.S.
(Name of Individual Signing Affidavit)

PRESIDENT L.S.
(Title of Individual Signing Affidavit)

APPENDIX B

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

EXCEPTIONS:

APPENDIX C

FHWA-1273 – Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated 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. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

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 (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).

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.

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). 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 bid proposal or request for proposal 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).

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

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

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

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 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 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, 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 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, 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 230, 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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