**Attachment B - Payment Provisions**

The State shall pay the Contractor a maximum amount of $XXXX upon satisfactory completion of the project and acceptance thereof by the State for all work identified in Attachment A, as follows:

1. **Contract Sum**: The State shall pay Contractor compensation as follows: Maximum Amount of $XXXX.00.
2. Withholding shall be at 10% or unless otherwise noted in the Contract.
3. Payments under this Contract shall be made in a manner consistent with applicable conditions in the General Conditions.
4. Unit Prices contained in the bid for additions to or deductions from estimated quantities and or price are: LIST INDIVIDUAL UNIT PRICES IF APPLICABLE - REMOVE IF NOT APPLICABLE

Unit price per XXX

1. $XX.00

Unit price per XXX

1. $XX.00

Unit price per XXX

1. $XX.00

Unit price per XXX

1. $XX.00

Etc.

1. Alternates contained and identified on the Bid Proposal Form for additions to or deductions from, the value of which is taken at the Owner's option to adjust the Contract Sum as identified in 1. Contract Sum. REMOVE IF NOT APPLICABLE

* ADD Alternate No. 1: XXX
* DEDUCT Alternate No. 1: XXX

1. This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
2. LANGUAGE USED UNDER SECTION 3 IS DEPENDENT ON FUNDING SOURCE IDENTIFIED IN RFP. OPTIONS ARE:

This contract is funded, in whole or in part, through the American Rescue Plan Act (ARPA) funds and/or Vermont Capital Construction Act funds. Wages for construction employees shall be paid no less than the Vermont Prevailing Wage and Fringe Benefit Rate requirements (reference Instructions to Bidders, Prevailing Wage Rate Requirements). A complete list of occupations and associated wage rates are available on the internet at: <http://www.vtlmi.info/lmipub.htm>

OR

This contract is funded using federal monies and shall require compliance with the Davis-Bacon Act. Wages shall be paid using rates no less than those established under the Davis-Bacon prevailing wage rates. Complete information related to Davis-Bacon and Related Acts is available at:  <http://www.dol.gov/whd/contracts/dbra.htm> .

OR

This contract is funded using Vermont Capital Construction Act funds and/or American Rescue Plan Act (ARPA) funds, and federal funds that require compliance with the Davis-Bacon Act. In addition to the various requirements of the Davis-Bacon Act, wages for construction employees shall be paid using no less than the higher of either the federal (Davis-Bacon Act) or Vermont’s Prevailing Wage and Fringe Benefit Rates.

OR

REMOVE ALL IF NOT APPLICAPLE.

1. Contractor shall provide a detailed description of all work completed with each invoice.
2. The State shall not pay for any unauthorized labor, materials, equipment or expenses of Contractor.
3. Any services outside of agreement shall not be allowed.
4. The Contractor shall submit a detailed Schedule of Values for the owners review and use. Contractor shall submit invoices to the Department of Buildings and General Services on Contractor’s standard billhead and shall specify the address where payment will be sent and shall include the Contract number. The State shall pay the Contractor based on the actual in-place quantity of work, as shown on the Schedule of Values.
5. The amount of compensation paid to the undersigned for work deemed outside the scope as determined by the State will be in one of the following manners as directed by the Owner.
6. A price agreed upon between the Owner and the Contractor.
7. A price determined by adding 15% for overhead and profit to the total direct cost of any extra work excluding unit pricing.
8. A price determined by extending unit price work above, if applicable.
9. Upon substantial completion of the work, and upon receipt of approved O&M manuals and record drawings, the State shall make payment, reflecting adjustment in retainage, if any, for work to be completed or corrected.
10. Upon certification by the State that all work has been completed, the following documentation must be received prior to final payment being made:
11. Contractor shall keep State property free from liens arising hereunder. Prior to any progress payment, the State may require Contractor to furnish waivers of liens or such other evidence of compliance herewith. The State shall require every Contractor to furnish final lien waivers prior to final payment.
12. At the conclusion of the project, the affected contractors must complete the Construction Employment Report and submit it to the Dept. of Buildings and General Services for recording. A complete description and dollar value of the work or supplies provided, and percentage value of the overall construction contract for each such M/WBE transition must be included. Final payment will not be made until this requirement has been satisfied.
13. Payment Terms: Net 30. Payment of progress and final invoices shall be due from the State 30 days after delivery of an invoice free of errors in documentation and approved by the State’s project representative. Retainage withheld, if any, is due from the State within 30 days after receipt of the final invoice, which may be submitted after final acceptance of the work or issuance of a Certificate of Substantial Completion less an amount, as determined by the State, to complete unfinished work.
14. Contractor shall invoice the State at:

State of Vermont

Buildings and General Services

Attention: Project Manager

133 State Street

Montpelier, VT 05633-5801