

**Contract Number:** C03265

**Contract Name:** PITTSFORD-BRANDON NH 019-3(494)

VERMONT

AGENCY OF TRANSPORTATION

## **PROPOSAL**

STANDARD SPECIFICATIONS FOR CONSTRUCTION  
DATED 2024 SHALL APPLY TO THIS CONTRACT

SPECIAL PROVISIONS

SCHEDULE OF ITEMS

**ELECTRONIC BID BOND** to be submitted in the amount of 5% of the Contractor's bid.

### **BIDDING PROCEDURE**

Bid Proposals will not be read unless accompanied by an electronic bid bond, and they may be rejected as irregular if they are not in compliance with Agency specifications.

**NOTE: All bid proposals shall be properly filled out and submitted electronically utilizing iCX Web System services.**

#### ***VTrans Mission and Vision***

Through excellent customer service, provide for the safe and efficient movement of people and goods.  
A safe, reliable, and multimodal transportation system that grows the economy, is affordable to use and operate, and serves vulnerable populations.

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SPECIAL PROVISIONS

1. NOTICE TO BIDDERS – CONTRACT COMPLETION DATE. This Contract shall be completed on or before October 13, 2028.
2. NOTICE TO BIDDERS –VOLUNTARY PRE-BID MEETING. Prospective Bidders/Contractors are hereby notified that there will be a voluntary pre-bid meeting for this project to be held at 1:00 p.m. Monday, March 23, 2026, virtually via Microsoft Teams. Please use the following link to join this meeting: <https://teams.microsoft.com/meet/21941864633880?p=6neN3y2kZlkRH8CXbB>

Attendance by the Contractor at this pre-bid meeting is voluntary and not required in order to bid on this project. Subcontractors are also not required to attend but can if they wish. A list of all attendees will be posted on the Contract Administration website following the pre-bid meeting.

Prospective Bidders/Contractors are encouraged to submit inquiries related to this project to the Agency's Office of Contract Administration [AOT.ConstructionContractingInquiry@vermont.gov](mailto:AOT.ConstructionContractingInquiry@vermont.gov) before 4:30 p.m. Friday, March 20, 2026. Inquiries submitted by this time will be kept anonymous as to the author of the inquiry. Other questions will be taken on the date of the pre-bid meeting and following the pre-bid meeting until the deadline specified in Notice to Bidders No. 7.

Prior to the bid opening date of April 10, 2026, the Agency's Office of Contract Administration will issue to Prospective Bidders/Contractors both a written summary of the pre-bid meeting and, if necessary, an addendum to the proposal documents.

3. NOTICE TO BIDDERS – PROHIBITION OF RUSSIAN GOODS. The Contractor is hereby notified that, pursuant to Vermont Executive Order No. 02-22, dated March 3rd, 2022, the purchase of Russian-sourced goods and goods produced by Russian entities (defined as institutions or companies that are headquartered in Russia or have their principal place of business in Russia) is prohibited. The awarded Contractor must fill out and sign the Executive Order 02-22 Vendor Certification as part of the Contract awarding process.
4. NOTICE TO BIDDERS – NIGHT WORK. The Contractor is hereby notified that work shall only be performed from 7:00 am to 7:00 pm Monday through Saturday. Work on Sundays and federal holidays will not be permitted. Additionally, night work will not be permitted on this Contract, even when night begins or ends during the 7:00 am to 7:00 pm window. Night will be as defined in Subsection 101.02.

5. NOTICE TO BIDDERS – ELECTRONIC DOCUMENT MANAGEMENT. The Contractor is hereby notified that the Contractor, their subcontractors, and suppliers shall create both a Doc Express and an iCXWeb account. The Contractor shall use these applications for collection and management of electronic documents. Doc Express can be accessed at the following link: <https://docexpress.com>. iCXWeb can be accessed at the following link: [vtrans.exevision.com/icx/Index.aspx](https://vtrans.exevision.com/icx/Index.aspx).

All costs associated with the use of Doc Express and iCXWeb will be considered incidental to Item 635.1100, Mobilization/Demobilization. The State will manage the applications including Contract setup upon Contract execution.

To create an account and for more information regarding the use of Doc Express see the information at the following link:

<https://outside.vermont.gov/agency/vtrans/external/docs/construction/Contracting/DocExpressOverviewforContractors.docx>.

To create an account and for more information regarding the use of iCXWeb see the information at the following link: <https://vtrans.vermont.gov/icx>.

6. NOTICE TO BIDDERS – ELECTRONIC TICKETING VTRANS PORTAL. The Contractor is hereby notified that the Contractor, their subcontractors, and suppliers shall connect to the VTrans Portal and use the application for distribution and management of electronic tickets (e-tickets). VTrans Portal is a state cloud-based e-ticket database, including a web-based user interface and a jobsite mobile e-ticket application. VTrans Portal will interface with the Contractor's supplier existing point of sales or e-ticketing platform and will allow VTrans to manage bituminous material e-tickets.

All costs associated with the use of VTrans Portal will be considered incidental to the appropriate Section 406 and Section 407 pay items. The Agency will manage the VTrans Portal application including Contract setup upon Contract execution.

To create an account, connect to the VTrans Portal, and for more information regarding the use of VTrans Portal see the information at the following link: <https://www.haulhub.com/vermont-agency-transport-22/>

7. NOTICE TO BIDDERS – CONTACT WITH THE AGENCY. From the time of advertising until the actual bid opening for this Contract, all prospective Contractors, subcontractors, and suppliers shall direct all inquiries related to this Contract solely to the Agency's Contract Administration Section at [AOT.ConstructionContractingInquiry@vermont.gov](mailto:AOT.ConstructionContractingInquiry@vermont.gov).

The deadline for submitting inquiries related to this Contract is 4:30 p.m. Eastern Time on April 1, 2026. Inquiries received prior to this time will receive a response from the Agency. Inquiries received after this time may receive a response at the Agency's discretion.

8. NOTICE TO BIDDERS – OTHER SPECIFICATIONS AND CONTRACT REQUIREMENTS.
- 401 Water Quality Certification
  - 404 Corps of Engineers Permit
  - Act 250 Land Use Permit
  - ANR RME Consultation
  - Construction Stormwater Permit
  - Operational Stormwater Permit
  - State Wetland Permit
  - Threatened and Endangered Species Permit - Pending
  - FHWA 1273 – Required Contract Provisions for Federal Aid Construction Contracts
  - USDOL Davis Bacon Wage Rates by County
  - Certification Regarding Drug-Free Workplace Requirements
  - Disadvantaged Business Enterprise (DBE) Policy Contract Requirements - CR-110
  - Attachment C - Standard State Provisions for Contracts and Grants
  - USDOT Standard Title VI Nondiscrimination Assurances Appendices A, E
  - Standard Federal Equal Employee Opportunity (EEO) Construction Contract Specifications CA26
  - Contractor Equal Employment Opportunity (EEO) Certification Form – CA109
  - Vermont Agency of Transportation Certificate of Compliance – CA271
  - Vermont Agency of Transportation Minimum Labor and Truck Rates – CA101
  - Commodity Index Prices – CA170
  - Schedule of Pay Items
9. NOTICE TO BIDDERS – PENDING PERMIT. The Contractor is hereby notified that approval of the Threatened and Endangered Species Permit is currently pending. If the conditions of the Threatened and Endangered Species permit allow for less restrictive tree clearing dates, the Contractor may seek an amendment to the Act 250 permit to use these revised dates if they choose. The time required to get this amendment is not controlled by the Agency and shall not be grounds for an extension of time request. If the Contractor does not seek an amendment, the tree clearing dates in the Act 250 permit will govern. It is expected the project will be built as shown in the Contract and that an amendment to the Act 250 permit is not required in order to complete the Contract by the specified completion date. In the event that future conditions of the permit require work to be added to the Contract, the work will be reimbursed to the Contractor as Extra Work per Subsection 109.06.
10. NOTICE TO BIDDERS – DRUG-FREE WORKPLACE REQUIREMENTS. The Contractor is hereby notified the State is currently pursuing a BUILD grant which requires the Certification for Drug-Free Workplace Requirements. It will not be known until after Contract Award if the State will receive this grant. The inclusion of the Drug-Free Workplace Requirement is contingent on the State receiving the BUILD grant funding.

11. NOTICE TO BIDDERS – NEW PREQUALIFICATION FORM. The Contractor is hereby notified that the Agency is required by the U.S. Department of Transportation to develop and maintain a list of information about all firms that bid on federally funded Contracts in accordance with 49 C.F.R. § 26.11. The Agency has developed a new electronic form to collect this information. The Contractor shall fill out this form as part of their project-specific prequalification for every Contract that they bid on. A link to this form is provided in the prequalification form available through iCX and the Agency’s website.
12. NOTICE TO BIDDERS – DAVIS-BACON. U.S. Department of Labor Davis-Bacon wage rates are applicable to this Contract. Copies of the applicable rates are included in this proposal.
13. NOTICE TO BIDDERS – STANDARD DRAWINGS. The Vermont Agency of Transportation Standard Drawings listed on the Index of Sheets are not included in the plan set, but may be found at the following address:  
[https://resources.vtrans.vermont.gov/resources/cadd/VAOTconSTD\\_Name.xml?\\_gl=1\\*6cpy62\\*\\_ga\\*MTU5MTQ3NTcyNi4xNzIwMjM5NjI0\\*\\_ga\\_V9WQH77KLW\\*czE3NTI3NTYyMzQkbzE3NCRnMSR0MTc1Mjc1NjkwMyRqNjAkbDAkaDA](https://resources.vtrans.vermont.gov/resources/cadd/VAOTconSTD_Name.xml?_gl=1*6cpy62*_ga*MTU5MTQ3NTcyNi4xNzIwMjM5NjI0*_ga_V9WQH77KLW*czE3NTI3NTYyMzQkbzE3NCRnMSR0MTc1Mjc1NjkwMyRqNjAkbDAkaDA).
14. NOTICE TO BIDDERS – INFORMATIONAL DOCUMENTS. The Contractor is hereby notified that the following informational documents for this Contract are available on iCXWeb and the VTrans Bid Opportunities website. These documents are being provided during the bid solicitation period for informational purposes only.
  - (a) Traffic Management Plan (TMP) Checklist
  - (b) Geotechnical Report
  - (c) Geotechnical Report – Retaining Wall
15. NOTICE TO BIDDERS – SURFACE WATER WITHDRAWAL. The Contractor is hereby notified that the Vermont state law, Act 135 of 2022, requires any person withdrawing surface water (as defined in 10 V.S.A. § 1002 (20)) to register with and report the water withdrawal and usage to the Vermont Department of Environmental Conservation beginning January 1, 2023. Guidance can be found here: <https://dec.vermont.gov/watershed/rivers/streamflow-protection/act-135-surface-water-withdrawal-registration-and-reporting>

16. NOTICE TO BIDDERS – ENVIRONMENTAL COMMITMENTS.

- (a) Threatened, Endangered, and Rare Species. The Contractor shall ensure all personnel working on the project site are made aware of the potential presence and protected status of the northern long eared bat and Indiana Bat. The Contractor shall ensure all personnel working on the project site are aware of all environmental commitments related to the northern long eared bat and Indiana Bat. The clearing of trees  $\geq 3$  inches in diameter at breast height within the project limits shall be completed between November 1 and March 31, inclusive.

The Contractor is hereby made aware of the potential for Time-of-Year (TOY) restrictions related to proposed Waste, Borrow and Staging areas. Cutting trees  $\geq 3$  inches in diameter outside of the contract project limits shall require review under Section 105.25 Opening Off-Site Activity Areas.

- (b) Invasive Material. If invasive species are delineated on the Plans or found in the project area and confirmed by the Engineer, the invasive species, and any soil excavated from areas that contained the invasive species, will be termed invasive material.

The Contractor shall handle the invasive material in accordance with the *VTrans State Highway System Roadside Terrestrial Invasive Plants Best Management Practices (BMPs)*. The Contractor shall stockpile the invasive material separately from other soil stockpile areas. A ground barrier and perimeter containment system shall be in place around the area intended for stockpiling the invasive material. Equipment shall be cleaned of all soil and plant matter prior to arriving on site in accordance with Subsection 107.06. The equipment used for excavation and transport of invasive material shall be cleaned of all soil and plant matter before being used for work in other areas in accordance with the BMPs.

To the extent possible, invasive material shall be reused on site. Invasive material shall only be reused on site in areas where the presence of the invasive species were clearly evident. If there is an excess of invasive material, it shall be wasted in accordance with the BMPs.

The cost of excavating invasive material will be paid for under the appropriate Contract excavation items. When invasive species are delineated on the Plans, the additional cost for handling invasive material, following the BMPs, cleaning equipment, and wasting excess invasive material will be incidental to all other Contract items. When invasive species are not delineated on the Plans, and compensation is not otherwise provided for in the Contract, the work of handling invasive material, following the BMPs, cleaning equipment, and wasting excess invasive material will be considered extra work in accordance with Subsection 104.03 and will be paid for in accordance with Subsection 109.06.

- (c) Site VT-RU-0216 (Via 2025 MOA). Approximately 2,390 square meters of Site VT-RU-0216 will be intentionally buried by permanent or temporary fills including a 150 square meter site area adjacent to the existing road toe of slope that will be subject to limited excavation to allow placement of select fill material.
- (1) All excavation within the site area will utilize excavators using clean up buckets with no teeth.
  - (2) All fill shall be placed on geo-textile fabric meeting the VTrans 720.02 Geotextile for Roadbed Separator material standard. The geo-textile will be placed by hand on the existing ground surface or limited cut surface with no additional ground preparation.
  - (3) Fill placement and excavation shall proceed from existing road or filled surfaces and no construction equipment or vehicles are permitted within the site area outside the aggrading fill prism.
  - (4) No ground disturbance or construction vehicle access are permitted beyond the toe of slope of the temporary fill.
- (d) Archaeology Buffer Zone (Via 2025 MOA). A 10-ft buffer zone will be established between fill toes-of-slopes (permanent and temporary) and the project delineation/barrier fence to facilitate construction activity and the placement of erosional control structures. No ground disturbance or construction vehicle access is permitted in the 10-ft. buffer zone within the site area. Anchoring the project delineation fence and erosional structures with small diameter construction stakes is permitted.
- (e) New Pull off Area (Via 2025 MOA). A new pull-off area will be created as part of Pittsford-Brandon NH 019-3(494). The new pull-off area will be located south of Site VT-RU-0216 and the existing pull-off area. The new pull-off must accommodate up to five (5) parking spaces to allow access to the Monument in its new location. The new parking area and Monument location must be delineated on final plans to be approved by the VTrans Archaeology Officer and provided to SHPO.
- (f) Walkway Construction (Via 2025 MOA). Construction of the new walkway to the relocated Monument within the site area must also occur on fill placed on geo-textile fabric laid on the existing ground surface. All fill placement within Site VT -RU-0216 adjacent to the new Monument location shall follow the procedures stipulated in (c ) (Site VT-RU-0216) above.

- (g) Fill Limits associated to Monument (Via 2025 MOA). Permanent and temporary fill limits, the construction buffer zone, parking area, new Monument location and walkway, as well as the project delineation/barrier fence will be clearly marked on final plans accepted by VTrans and SHPO. All other construction activity will be excluded from the VT-RU-0216 site area. No exceptions or changes to the site plans are permitted without consultation with FHWA and SHPO.
  
- (h) Contractor Coordination with Archaeological Consultant (Via 2025 MOA). The Contractor will coordinate directly with the Archaeological Consultant and VTrans Archaeology Officer to confirm the days and times of arrival for monitoring the project activities listed below
  - (1) VTrans will hire a qualified archaeological professional (Archaeological Consultant) to monitor all phases of construction involving limited excavation, fill placement or fill removal within Site VT-RU-0216. The cost for the archaeological monitoring will be part of the construction costs.
  - (2) Monitoring for road construction must include any fill removal to achieve construction elevations in the existing Monument area, the limited cut area, and initial placement of geo-textile fabric and permanent/temporary fills to proposed construction limits.
  - (3) Monitoring must also occur during final removal of temporary fill and geo-textile fabric to permanent fill limit boundaries and during permanent fill grading and landscaping along Site VT-RU-0216 margins.
  - (4) Monitoring for the new Monument location will include the placement of geo-textile fabric and permanent fill for the walkway and new Monument platform area, as well as for the Monument foundation excavation.
  - (5) The new Monument location must be established and the foundation constructed prior to removing and relocating the Monument from its existing location. The Archaeological Consultant will monitor the full process of removal and relocation of the monument.

The Contractor will provide the Archaeological Consultant with at least forty-eight (48) hours advanced notice prior to the of commencement of these activities.

- (i) Contractor Qualifications for Monument relocation (Via 2025 MOA). The Contractor will provide qualifications of the company performing the Monument relocation to the Engineer. The Contractor shall provide written evidence of any previous experience relocation, setting up or handling historic monuments, cemetery monuments, or other examples of fragile stone structures.

- (j) Monument Relocation (Via 2025 MOA). The Contractor will provide a written description to VTrans of the means and methods for securing, removing, transporting, estimated schedule from securing to relocation, and setting up the Monument that includes foundation design for the new location, and how the Monument will be protected from damage during the relocation process. The description shall be reviewed and approved by the State Historic Preservation Officer (SHPO) and VTrans prior to relocation.
- (k) New Monument Location (Via 2025 MOA). The new Monument location must be established and the foundation constructed prior to removing and relocating the Monument from its existing location. The Archaeological Consultant will monitor the full process of removal and relocation of the monument.
- (l) Damage to Monument (Via 2025 MOA). If damage occurs to the Monument during the move, the Monument and/or damaged features will be repaired and/or replaced in-kind and in accordance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. SHPO and VTrans will review and approve the planned scope of work prior to any repairs or replacement.
- (m) Post Review Discoveries (Via 2025 MOA). If previously unidentified archaeological sites are discovered during project construction, that portion of the project will stop immediately. The Resident Engineer shall notify the VTrans Archaeology Officer who will notify SHPO. No further construction shall proceed in the site area until the requirements for 36 CFR 800.13 have been satisfied.
  - (1) If human remains or ceremonial objects are discovered either during archaeological excavation or during construction, the project will stop immediately, and procedures described in the Vermont Statutes including 13 V.S.A. § 3761, Unauthorized Removal of Human Remains, and 18 V.S.A. § 5212b, Unmarked Burial Sites Special Fund and reporting of Unmarked Burial Sites shall be followed. Coordination between VTrans and the SHPO shall follow the Advisory Council's *Policy Statement on Treatment of Human Remains and Grave Goods*, (1998). All excavation in the vicinity will cease immediately. Remains shall be left in place and protected and will follow the procedure below:

*When an unmarked site is first discovered, the discovery shall be reported immediately to a law enforcement agency. If, after completion of an investigation pursuant to section 5205 of this title, a law enforcement agency determines that the burial site does not constitute evidence of a crime, the law enforcement agency shall immediately notify the state archaeologist who may authorize appropriate action regarding the unmarked burial site (18 V.S.A. § 5212b(f)).*

- (2) If the human remains are identified as Native American, then a treatment and reburial plan shall be developed in full consultation with the appropriate Native American group(s) in compliance with the requirements of the Native American Graves and Repatriation Act (NAGPRA).

17. NOTICE TO BIDDERS – UTILITIES. Existing aerial facilities owned by Green Mountain Power, Comcast, and Consolidated Communications will be adjusted, as necessary, by employees or agents of the above companies in accordance with the “Approximate Aerial Utility Relocation Route” shown in the plans.

It is anticipated that relocation work will not be completed until April 1st, 2027, due to tree cutting restrictions and permitting. GMP will be responsible for tree cutting from station 13+720 to 15+640 and Consolidated will be responsible for tree cutting and relocation work from station 15+640 to 16+415. Bridge #110 temporary relocation will be completed by June 1, 2026, by GMP but communications lines will remain on old pole line.

Contacts for the above listed companies are as follows:

Green Mountain Power	Kristina Carter	(802) 770-3441
Comcast	Craig Kemp	(603) 494-9555
Consolidated Communications	Tucker Peterson	(802) 747-1071

Employees or agents of the above listed companies are to be allowed free and full access within the project limits with the tools, materials, and equipment necessary to install, operate, maintain, place, replace, relocate, and remove their facilities.

There will be no extra compensation paid to the Contractor for any inconvenience caused by working around and with the companies, or their facilities. Should the Contractor desire additional adjustments of the utility facilities for his/her convenience, proper arrangements shall be made in conformance with Subsection 105.09.

There are areas of underground utilities that may require additional locating beyond normal dig safe measures. The Contractor is hereby notified that exploratory excavation to locate existing underground facilities may be necessary to protect these facilities from damage. Where approved by the Engineer, these utilities shall be located and/or exposed by methods such as air/vacuum excavation and/or hand digging to determine their exact location. This exploratory work shall be classified as Trench Excavation of Earth, Exploratory and payment shall be through Pay Item “204.2200, Trench Excavation of Earth, Exploratory, (N.A.B.I).”

The Contractor shall notify the aerial utility pole owner if excavation is within 10 feet of an existing pole. That pole owner may choose to be onsite for this activity. There will be no excavation allowed within 5 feet of existing poles and anchoring.

Vermont Statutes Annotated, Title 30, Chapter 86 (“Dig Safe”) requires notice to Dig Safe before starting excavation activities. The Contractor must telephone Dig Safe at 811 at least 72 hours (excluding Saturdays, Sundays, and legal holidays) before, but not more than 30 days before, starting excavation activities at any location. In addition, before excavation and/or pavement grinding in or on the state highway right-of-way, the Contractor must contact the Agency’s Traffic Signal Superintendent, Dan Ertel, to obtain/verify the location of Agency’s underground utility facilities or to confirm the absence of such facilities. Dan can be reached at (802) 343-2188.

The Contractor is advised that many towns are not members of Dig Safe. It is the Contractor’s responsibility to check with towns prior to excavation and shall protect and restore utilities damaged within the project and as set forth in Subsection 107.12.

All Contractors, subcontractors or material suppliers involved in any project-related activity shall comply with all applicable codes and regulations related to working around live electrical lines; including, but not limited to maintaining the required minimum clear distance from an electrical utility facility. The Contractor’s Competent Safety Officer shall be well versed in OSHA and VOSHA regulations and shall be capable of implementing a plan to conform to these regulations during prosecution of work.

- 18. NOTICE TO BIDDERS – ROW SPECIAL AGREEMENTS. The Contractor, on behalf of the State of Vermont, shall be responsible to perform all tasks identified in the Right-of-Way Special Agreements listed below.

Parcel 403, Christopher S. Armell; along the entire parcel, the Contractor shall leave any felled trees of significance at a mutually agreed upon location.

- 19. NOTICE TO BIDDERS – CONCURRENT CONSTRUCTION. The Contractor is made aware of the following VTrans construction project(s) which are expected to be in progress within the area of this project during its construction.

TABLE 1 – CONCURRENT CONSTRUCTION PROJECTS

Project	Contractor	Anticipated Contract Completion Date
N/A	N/A	N/A

This list is not all-inclusive and it is possible there may be other VTrans, municipal, or private construction projects within the area of this project during its construction.

The Contractor shall coordinate construction schedules and traffic control with the work required for these projects.

There will be no extra compensation paid to the Contractor for any inconvenience caused by working around these or other projects.

20. NOTICE TO BIDDERS – SPECIAL CONSTRUCTION REQUIREMENTS.

- (a) During construction it will be necessary for the Contractor to maintain one-lane traffic for extended periods of time. In no case shall the paved width for this one-lane traffic, including shoulders, be reduced to less than 11 feet. This paved width shall remain free of obstructions and obstacles at all times.
- (b) The Contractor shall position Portable Changeable Message Signs at locations determined by the Engineer properly warning motorists of the roadway conditions ahead. As directed by the Engineer, these locations may change during construction as needs arise based on daily work activities. The message to be displayed shall be submitted to the Engineer in advance for approval. The displayed message should accurately reflect what motorists can expect to encounter through the project area. The cost of providing the Portable Changeable Message Signs will be paid for under Contract item 641.1500 or 641.1700, as applicable. The Contractor shall also install and maintain appropriate construction signing warning the traveling public of the expected roadway surface conditions.
- (c) Prior to final acceptance of the project, all drop inlets and bridge joints within the project limits shall be cleaned and all material within the drop inlets and bridge joints shall be removed. All paved areas adjacent to curbs shall be swept and cleaned of all extraneous material. Costs for this work will not be paid for directly, but will be considered incidental to all Contract items.
- (d) There are special events throughout the year that may require close communication and coordination between the Contractor and the municipality to reduce conflicts. The municipality will advise the Engineer and Contractor of the specifics of each event and the Engineer will direct the Contractor as to what actions, if any, will be necessary on the Contractor's part to minimize impacts to the event. Special events that may conflict with Contractor operations are not limited to those which may be listed in this Notice to Bidders. There will be no extra compensation paid to the Contractor for any inconvenience caused by working around any listed or unlisted special events.

For more information about area special events, contact the following:

Pittsford:        Ann Reed  
                         Interim Town Manager  
                         Town of Pittsford  
                         426 Plains Road  
                         [manager@pittsfordvermont.com](mailto:manager@pittsfordvermont.com)  
                         (802) 483-6500

Brandon: Seth Hopkins  
Town Manager  
Town of Brandon  
49 Center Street  
[shopkins@townofbrandon.com](mailto:shopkins@townofbrandon.com)  
(802) 247-3635

21. NOTICE TO BIDDERS – AFAD. The Contractor is hereby notified that Automated Flagger Assistance Devices (AFADs) are remotely operated devices that enable a certified flagger to be positioned out of the lane of traffic and are used to control motorists through work zones.

AFADs shall only be used in situations where there is no more than one lane of approaching traffic that needs to be controlled. Additionally, since AFADs are not traffic control signals, they shall not be used to replace traffic signals or other continuously operating traffic control devices.

These devices may be used as a safety enhancement to flaggers on an hour-for-hour basis. AFADs shall meet the following requirements:

- (a) All AFAD applications shall meet the requirements of the applicable sections of the current edition of the *Manual on Uniform Traffic Control Devices (MUTCD)*.
- (b) All AFAD applications shall be in accordance with *NCHRP Report 350* or the *MASH* for the applicable test level and device weight. Documentation of the crashworthiness of the device shall be submitted to the Engineer for approval prior to use on the project.
- (c) AFAD applications shall always be controlled by a flagger who has been trained in the operation of the AFAD and who meets the requirements of Section 630. The flagger shall not flag traffic and operate an AFAD at the same time.
- (d) Should an AFAD malfunction or otherwise not function as intended they shall be replaced by another AFAD or flagger(s) or work shall cease and the roadway shall be opened to unrestricted traffic flow immediately.
- (e) Each AFAD will be considered equivalent to one flagger and will be measured and paid for on an hourly basis under Item 630.1500 Flaggers. One hour of AFAD use shall be paid for as one hour of flagging.
- (f) Flaggers will only be measured for payment when actually performing flagging duties. Flaggers controlling AFADs but not actually flagging will not be measured for payment, but will be considered incidental to the Contract lump sum price for Item 641.1000 Traffic Control, or Item 641.1100 Traffic Control, All-Inclusive, as applicable.
- (g) The use of AFADs may be suspended at the discretion of the Engineer.

22. NOTICE TO BIDDERS – FUEL PRICE ADJUSTMENT. In addition to the items specified in Section 690, the Special Specification items listed in Table 1 will also be eligible for Fuel Price Adjustment under Section 690.

TABLE 1 – SPECIAL SPECIFICATION ITEMS SUBJECT TO FUEL PRICE ADJUSTMENT

Special Specification Pay Items Subject to Adjustment:		Using the Tabulated Fuel Usage Factor and Threshold Quantity for:
Item No.	Item Name	Work Category
N/A	N/A	N/A

23. NOTICE TO BIDDERS – ANR/NRCS COORDINATION. The Contractor is hereby notified that the Agency of Natural Resources (ANR) and the Natural Resources Conservation Services (NRCS) will occasionally need to access the Pomainville Wildlife Management Area with equipment and trailers. Any time the access to this parcel is restricted needs to be coordinated with both parties a minimum 48 hours prior to restriction. Their contact information is below:

ANR	Joel Flewelling	Joel.Flewelling@vermont.gov
NRCS	James Eikenberry	James.Eikenberry@usda.gov

24. NOTICE TO BIDDERS – CONCURRENT UTILITY WORK. The Contractor is hereby notified that there will be concurrent utility aerial utility relocation work on the project. The Contractor shall coordinate construction schedules with the utilities. There will be no extra compensation paid to the Contractor for any inconvenience caused by working around these activities. If utility relocation is not completed April 1, 2027, and precludes the project from progressing the State will suspend the Contract in accordance with Subsection 108.09 and the Contract Completion Dates will be extended in accordance with Subsection 108.11(b)(4).

25. NOTICE TO BIDDERS – METRIC TO ENGLISH CONVERSION. Payment for all contract items will be made in English units. The Contract Plans are in Metric units, therefore, the following conversion factors will be used and the expectation is to install the nearest English equivalent:

Meter (M) to Linear Foot (LF) – Multiply by 3.2808  
 Square Meter (SM) to Square Foot (SF) – Multiply by 10.7639  
 Square Meter (SM) to Square Yard (SY) – Multiply by 1.1960  
 Hectare (Ha) to Acre (Ac) – Multiply by 2.4710  
 Cubic Meter (CM) to Cubic Yard (CY) – Multiply by 1.3080  
 Metric Ton to Ton – Multiply by 1.1023  
 Kilogram (Kg) to Pound (Lb) – Multiply by 2.2046

26. NOTICE TO BIDDERS – SUBSECTION 105.11(b). Subsection 105.11(b) is hereby modified by being deleted in its entirety and replaced with the following:

(b) Permanent Marking Layout. The Contractor shall be responsible for the layout of the permanent traffic markings in accordance with the Plans. The Engineer will verify the layout of the permanent traffic markings, including passing zones and breaks for town highways.

- 27. NOTICE TO BIDDERS – SUBSECTION 107.21(b). Subsection 107.21(b) is hereby modified by deleting the phrase “M-22-11” from the second sentence and replacing it with the phrase “M-24-02”.
- 28. NOTICE TO BIDDERS – TABLE 108.12A. Table 108.12A is hereby modified by being deleted in its entirety and replaced with the following:

TABLE 108.12A – DAILY LIQUIDATED DAMAGES CHARGE PER WORKING DAY OF DELAY

Original Contract Amount		Daily Charge per Working Day of Delay
From More Than	To and Including	
\$0	\$1,500,000	\$3,200
\$1,500,000	\$3,000,000	\$3,400
\$3,000,000	\$5,000,000	\$3,600
\$5,000,000	\$10,000,000	\$4,100
\$10,000,000	\$15,000,000	\$4,700
\$15,000,000	\$20,000,000	\$5,200
\$20,000,000	--	\$5,800

- 29. NOTICE TO BIDDERS – SUBSECTION 540.02. Subsection 540.02 is hereby modified by adding the following entry to the materials subsection list in numerical order:

High Early-Strength Portland-Limestone Cement ..... 701.08

- 30. NOTICE TO BIDDERS – SUBSECTION 540.04. Subsection 540.04(a)(7) is hereby modified by being deleted in its entirety and replaced with the following:

(7) Mix Design Approval and Changes. After the mix design furnished by the Contractor has been reviewed and approved by the Structural Concrete Engineer, no changes to the mix design will be allowed except as defined in Table 540.04A. All changes to an approved mix design, including the addition of admixtures not previously included, shall require a revised mix design submittal for approval.

Following an approved change in accordance with Table 540.04A, the Contractor may still revert to the original approved mix design formulation. If a source change is requested due to a change in product or material name that does not include any change in product formulation or material characteristic, and this is substantiated by the product or material supplier in writing, re-testing is not required.

TABLE 540.04A – ALLOWABLE MIX DESIGN CHANGES

Previously Approved Component or Property Being Changed	Mix Design Resubmittal Requirements <sup>1</sup>	No. of Changes Allowed
Cement source <sup>2</sup>	If the alkali content (Na and K) of the new source is greater than that of the original source, and the original result from <u>Subsection 540.04(a)(6)g.</u> was greater than 0.08% expansion, then updated ASR testing is required. Otherwise, no qualification testing is required.	Unlimited
Cement proportioning ( $\pm$ 5% by volume)	No qualification testing required.	One
Aggregate proportioning ( $\pm$ 10% by volume)	No qualification testing required.	One
Aggregate source	ASR testing and gradation check by original Contractor method.	One
Slag source	If same grade is used, no qualification testing required.	Unlimited
Silica fume source	No qualification testing required.	Unlimited
Fly ash source	If either the calcium (CaO) or the alkali (Na and K) content of the new source is greater than that of the original source, and the original result from <u>Subsection 540.04(a)(6)g.</u> was greater than 0.08% expansion, then updated ASR testing is required. Otherwise, no qualification testing is required.	Unlimited
Air-entraining admixture source ( <u>Subsection 725.02(b)</u> )	Resubmittal of freeze/thaw durability qualification testing.	Unlimited
Shrinkage reducing admixture source ( <u>Subsection 725.02(k)</u> )	Resubmittal of shrinkage qualification testing.	Unlimited
Corrosion inhibiting admixture source ( <u>Subsection 725.02(k)</u> )	Resubmittal of shrinkage qualification testing. If shrinkage qualification testing of the original mix design is greater than 70% of shrinkage limit, then updated shrinkage testing is required.	Unlimited
Latex admixture source ( <u>Subsection 725.02(d)</u> )	Resubmittal of surface resistivity testing.	Unlimited
Accelerating admixture dosage increase ( <u>Subsection 725.02(i)</u> , <u>Subsection 725.02(j)</u> )	Resubmittal of shrinkage qualification testing.	Unlimited
Accelerating admixture source ( <u>Subsection 725.02(i)</u> , <u>Subsection 725.02(j)</u> )	No qualification testing required.	Unlimited
ASR mitigating admixture source and dosage decrease ( <u>Subsection 725.02(k)</u> )	Resubmittal of ASR qualification testing.	Unlimited
All other admixture source and dosage changes ( <u>Subsection 725.02</u> )	No qualification testing required.	Unlimited

- <sup>1</sup> All changes will require administrative submittal to establish proposed changes. Where required, resubmittal testing shall be completed using the same material sources and proportions from the original approved mix design.
- <sup>2</sup> The same cement type from a different manufacturer. Type 1L may be substituted for Type I/II from the same source and Type 1L(HE) may be substituted for Type III from the same source.

In no case shall concrete from more than one mix design be permitted to be used during the same pour without prior written approval of the Engineer.

The approved mix design will be allowed consecutive re-approval if no material proportioning or material sources have changed from the previous year's approved mix design, except as allowed by Table 540.04A, and the mix design is submitted with updated aggregate properties and volumes adjusted accordingly. The aggregate properties shall be tested annually. Aggregate property values will be valid for 14 months from the date tested. The properties to be tested include, but are not limited to, specific gravity and absorption.

The mix design shall be accompanied by the previously completed and accepted mix qualification test data and any applicable updated test information. The submittal shall also include all applicable quality control test results and all requests for variance from the material requirements of these specifications.

31. NOTICE TO BIDDERS – SUBSECTION 540.13. Subsection 540.13 is hereby modified by being deleted in its entirety and replaced with the following:

540.13 METHOD OF MEASUREMENT. When specified to be measured on a lump sum basis, the quantity of Precast Concrete Structure of the type and size specified to be measured for payment will be on a lump sum basis in the complete and accepted work. The item will include all of the precast concrete structure components for each location specified in the Contract.

When specified to be measured on an each basis, the quantity of Precast Concrete Structure of the type and size specified to be measured for payment will be the number of each installed in the complete and accepted work. The item will include all of the precast concrete structure components for each location specified in the Contract.

The quantity of Precast Concrete Deck Panels to be measured for payment will be the number of square feet of precast concrete deck panels used in the complete and accepted work.

32. NOTICE TO BIDDERS – SUBSECTION 540.14. Subsection 540.14 is hereby modified by adding the phrase “or at the Contract unit price for each, as applicable.” to the end of the first sentence.

33. NOTICE TO BIDDERS – SUBSECTION 540.14. Subsection 540.14 is hereby modified by adding the following pay item to the list of pay items in numerical order:

540.1500 Precast Concrete Structure.....Each

34. NOTICE TO BIDDERS – SUBSECTION 621.14. Subsection 621.14 is hereby modified by deleting the second paragraph in its entirety.

35. NOTICE TO BIDDERS – SUBSECTION 621.15. Subsection 621.15 is hereby modified by adding the word “anchors” to the first paragraph, immediately after the phrase “...for removing and disposing of materials, including...”.

36. NOTICE TO BIDDERS – SUBSECTION 621.15. Subsection 621.15 is hereby further modified by deleting the second paragraph in its entirety.

37. NOTICE TO BIDDERS – SUBSECTION 621.15. Subsection 621.15 is hereby further modified by adding the phrase “Steel Beam Guardrail Offset Block; Terminal Connector for Steel Beam Guardrail; Traffic Barrier Delineator;” to the seventh paragraph, immediately after the phrase “The accepted quantity of...” and immediately before the phrase “...Replace Guardrail Post Assembly, W-Beam with 6 Foot Posts; Replace Guardrail Post Assembly, W-Beam with 8 Foot Posts; Replace Guardrail Post Assembly, Box Beam; and Replace Guardrail Post Assembly, Thrie Beam...”

38. NOTICE TO BIDDERS – SUBSECTION 621.15. Subsection 621.15 is hereby further modified by deleting the phrase “removing and disposing of damaged guardrail components;” from the eighth paragraph.

39. NOTICE TO BIDDERS – SUBSECTION 621.15. Subsection 621.15 is hereby further modified by deleting the ninth paragraph, which begins with the phrase “The accepted quantity of Steel Beam Guardrail Offset Block; Terminal Connector for Steel Beam Guardrail; Anchor for Steel Beam Guardrail;...” in its entirety and replacing it with the following:

The accepted quantity of Anchor for Steel Beam Guardrail; Anchor for Steel Beam Guardrail, MGS; and Anchor for Steel Beam to Box Beam Transition will be paid for at the Contract unit price for each. Payment will be full compensation for furnishing, transporting, handling, and placing the materials specified; and for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work.

40. NOTICE TO BIDDERS – SUBSECTION 621.15. Subsection 621.15 is hereby modified by deleting the following pay items from the list of pay items:

621.0110 Removal of Guardrail Posts .....Each  
621.0120 Removal of Guardrail Offset Blocks .....Each

41. NOTICE TO BIDDERS – SUBSECTION 646.04(d). Subsection 646.04(d) is hereby modified by deleting the first sentence of the first paragraph in its entirety and replacing it with the following:

The Contractor shall be responsible for the layout for the permanent traffic markings as specified in Subsection 105.11(b).

42. NOTICE TO BIDDERS – SUBSECTION 646.08(a)(2)a. Subsection 646.08(a)(2)a. is hereby modified by deleting the first sentence of the first paragraph in its entirety and replacing it with the following:

Initial dry retroreflectivity minimums for surface-applied polyurea shall be 250 mcd/m<sup>2</sup>/lx for yellow markings and 350 mcd/m<sup>2</sup>/lx for white markings.

43. NOTICE TO BIDDERS – SUBSECTION 701.08. Subsection 701.08 is hereby made a new subsection of the specifications as follows:

701.08 HIGH EARLY-STRENGTH PORTLAND-LIMESTONE CEMENT. High early strength Portland-limestone cement shall meet the requirements of *AASHTO M 240* and *ASTM C595*, Type IL (HE).

44. NOTICE TO BIDDERS – SUBSECTION 702.01. Subsection 702.01 is hereby modified by deleting the phrase “*AASHTO PP 113*” from the second paragraph and replacing it with the phrase “*AASHTO R 118*”.

45. NOTICE TO BIDDERS – SUBSECTION 702.03. Subsection 702.03 is hereby modified by being deleted in its entirety and replaced with the following:

702.03 WARM-MIX ASPHALT TECHNOLOGIES. Warm-mix asphalt (WMA) technologies shall allow asphalt mixtures to be produced and placed at temperatures lower than hot-mix asphalt by temporarily reducing binder viscosity through foaming processes or by the inclusion of organic or chemical additives. WMA technologies shall meet the following requirements:

- (a) Foaming. WMA technologies utilizing foaming processes shall be evaluated in accordance with the *Bituminous Concrete Policy Manual*.

- (b) Organic or Chemical Additives. WMA technologies using organic or chemical additives shall be evaluated in accordance with the AASHTO Product Evaluation & Audit Solutions work plan for *Evaluation of Warm Mix Asphalt Technologies and Anti-Strip Additives*, be one of the products listed on the Agency's *Approved Products List*, and meet the following requirements:
- (1) PG Binder Grading. The product shall not change the classified performance grade or traffic designation of the base asphalt binder as determined in accordance with *AASHTO M 332*.
  - (2) Tensile Strength Ratio (TSR). WMA mixtures shall achieve a TSR value greater than or equal to that of the corresponding control (non-WMA) mixture as determined in accordance with *AASHTO T 283*.
  - (3) Final Rut Depth. WMA mixtures shall have a final rut depth 1/2 inch (12.5 mm), or less, after a minimum of 10,000 passes, as determined in accordance with *AASHTO T 324*.

WMA technologies that also act as an anti-strip agent, and are dosed to abate stripping, shall also meet the requirements of Subsection 702.04 and will be evaluated separately.

46. NOTICE TO BIDDERS – SUBSECTION 702.04. Subsection 702.04 is hereby modified by being deleted in its entirety and replaced with the following:

702.04 ANTI-STRIP ADDITIVES. Anti-strip additives (ASA) used to abate stripping between asphalts and aggregate shall be heat stable for all temperature ranges prescribed for the asphalt binder and capable of thorough dispersion in the binder without losing their effectiveness when in storage and at the designated mixture temperatures. The ASA shall also be capable of improving the moisture sensitivity and rutting susceptibility, and reducing film stripping of the bituminous concrete mixture. ASAs shall be evaluated in accordance with the AASHTO Product Evaluation & Audit Solutions work plan for *Evaluation of Warm Mix Asphalt Technologies and Anti-Strip Additives*, be one of the products listed on the Agency's *Approved Products List*, and meet the following requirements:

- (a) PG Binder Grading. The product shall not change the classified performance grade or traffic designations of the base asphalt binder.
- (b) Tensile Strength Ratio (TSR). Limestone ASA mixtures shall have a TSR greater than or equal to the result corresponding to the limestone control (non-ASA) mixture. Granite ASA mixtures shall have a minimum TSR value that is greater than or equal to the result corresponding to the granite control (non-ASA) mixture and a minimum of 80%, as determined in accordance with *AASHTO T 283*.

- (c) Final Rut Depth. Granite ASA mixtures shall have a final rut depth of 1/2 inch (12.5 mm), or less, as determined in accordance with *AASHTO T 324*.
- (d) Stripping Inflection Point (SIP). Granite ASA mixtures shall have a SIP that is greater than or equal to the result corresponding to the granite control (non-ASA) mixture, as determined in accordance with *AASHTO T 324*.
- (e) Loss of Adhesion. ASAs shall have a maximum loss of adhesion of 5% in both the limestone and granite samples as determined in accordance with *ASTM D3625*.

47. NOTICE TO BIDDERS – TABLE 716.02B. Table 716.02B is hereby modified by deleting the third row in its entirety and replacing it with the following:

Air voids	4.00%	4.00%	4.00%	4.00%	3.00%
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48. NOTICE TO BIDDERS – SUBSECTION 716.02(b)(2). Subsection 716.02(b)(2) is hereby modified by deleting subpart a. in its entirety and relabeling subparts b. through e. as a. through d.

49. NOTICE TO BIDDERS – SUBSECTION 716.02(b)(3). Subsection 716.02(b)(3) is hereby modified by deleting subparts d. and e. and Table 716.02E in their entirety and replacing them with the following:

- d. Evaluate mixture moisture sensitivity and rutting susceptibility using the Hamburg wheel tracker test (HWTT) to ensure the criteria outlined in Table 716.02E are met. Specimen fabrication, conditioning, and test procedures for the HWTT shall be in accordance with *AASHTO T 324* as modified in the Agency’s *Bituminous Concrete Policy Manual*. The HWTT will not be applicable to material used for non-paver placed pavement, surface preparation, temporary pavement, curbs, gutters, or sidewalks.
- e. Determine mixture cracking tolerance index (CT-Index) using the indirect tensile cracking test to ensure the criteria outlined in Table 716.02E are met. Specimen fabrication, conditioning, and test procedures for determination of the CT-Index shall be in accordance with *ASTM D8225* as modified in the Agency’s *Bituminous Concrete Policy Manual*. The CT-Index will not be applicable to material used for non-paver placed pavement, surface preparation, temporary pavement, curbs, gutters, or sidewalks.

TABLE 716.02E – MIXTURE PERFORMANCE CHARACTERISTICS

Mix Type	Hamburg Wheel Tracker Test			Indirect Tensile Cracking Test
	Maximum Rut Depth	Minimum Number of Passes	Minimum Stripping Inflection Point (SIP)	Minimum Average CT-Index Value
Type IS	1/2 in. (12.5 mm)	20,000 passes	15,000 passes	Report
Type IIS	1/2 in. (12.5 mm)	20,000 passes	15,000 passes	45
Type IIIS	1/2 in. (12.5 mm)	20,000 passes	15,000 passes	70
Type IVS	1/2 in. (12.5 mm)	20,000 passes	15,000 passes	85
Type IVSB	1/2 in. (12.5 mm)	20,000 passes	15,000 passes	85

50. NOTICE TO BIDDERS – SUBSECTION 728.02. When material is supplied in accordance with Subsection 728.02(b) or Subsection 728.02(e), material in accordance with *AASHTO M 180-18* may be substituted in place of material meeting *AASHTO M 180-23*.

Special Provisions Part II – Special Specifications

SECTION 620-0001 – VEHICULAR GATE

620-0001.01 DESCRIPTION. This work shall consist of furnishing and installing a new gate and appurtenances, including signs if specified, as shown on the Plans and as directed by the Engineer.

The work under this section shall be performed in accordance with these specifications, the Plans, Section 620, Section 541, and Section 675.

620-0001.02 MATERIALS. Materials shall meet the requirements of the following subsections:

Welded Wire Reinforcement .....	713.03
Steel Tubing .....	714.11
Flat Sheet Aluminum .....	750.03
Retroreflective Sheeting.....	750.04
Assembly Hardware.....	750.05

Hinge posts, hinge post sleeves, and gate arms shall be steel tubing.

Concrete shall conform to the requirements of Section 541 for Concrete, Class B.

620-0001.03 CONSTRUCTION REQUIREMENTS. All work shall be free of blemishes or defects which could affect durability, strength, or appearance.

The gate shall be installed at the locations indicated on the Plans, to the configuration shown on the Plans, and in accordance with the manufacturer’s recommendations. Posts shall be set plumb in the concrete at the spacing and depth shown on the Plans. All locations shall be field approved by the Engineer prior to installation.

620-0001.04 METHOD OF MEASUREMENT. The quantity of Vehicular Gate to be measured for payment will be the number of each gate system installed in the complete and accepted work, as shown on the Plans, or as ordered by the Engineer.

620-0001.05 BASIS OF PAYMENT. The accepted quantity of Vehicular Gate will be paid for at the Contract unit price for each. Payment will be full compensation for gate posts, gate arms, foundations, paintings or coatings specified on the Plans, and any signs or appurtenances shown on the Plans; excavation, backfill, and the disposal of excavated material; for furnishing and installing a complete gate system in accordance with the Contract, including concrete and any materials required for anchoring; and for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
620.8200001 Vehicular Gate .....	Each

Special Provisions Part II – Special Specifications

SECTION 675-0002 – REMOVE AND RESET PRIVATE SIGN ASSEMBLY

675-0002.01 DESCRIPTION. This work shall consist of removing and resetting private sign assemblies and appurtenances, including posts and lighting, at the locations indicated on the Plans and as directed by the Engineer.

The work under this section shall be performed in accordance with these provisions, the Plans, Section 541, Section 625, Section 675, Section 678, and Section 679.

675-0002.02 MATERIALS. Materials shall meet the requirements of the following subsections:

Anchor Bolts for Signals, Lighting, and Overhead Signs.....	714.09
Electrical Conduit .....	752.06
Junction Boxes .....	752.09(a)
Grounding Electrodes.....	752.11
Highway Illumination Conductor Cable.....	753.06

Existing materials shall be re-used. If existing materials are not re-usable as determined by the Engineer, they shall be replaced in-kind using new, commercially available materials that match the existing materials as closely as possible.

Concrete for sign foundations, if deemed necessary, shall conform to the requirements of Section 541 for Concrete, Class B.

Any incidentals necessary to provide lighting to the sign shall conform to the requirements of Section 625, Section 678, and Section 679.

Backfill shall be in situ material.

675-0002.03 CONSTRUCTION REQUIREMENTS. Unless otherwise shown on the Plans, prior to performing the work, the Contractor shall coordinate with the property owner and the Engineer to determine an acceptable location in which to reset the sign assembly following construction, as well as a temporary location to place the sign assembly during construction, if needed.

Sign materials to be re-used shall be removed and handled in a manner that will prevent damage. Signs designated for re-use that are damaged by the Contractor’s operations shall be repaired or replaced at no additional cost to the Agency.

Foundations shall be removed in their entirety. Holes resulting from the removal of sign posts and foundations shall be backfilled with suitable material and the area restored to a condition similar to that of the adjacent area.

Existing electric services shall be capped and abandoned unless otherwise shown on the Plans.

## Special Provisions Part II – Special Specifications

The Contractor shall construct the foundation for the private sign to be reset matching the size and depth of the foundation of the sign at its existing location. The Contractor shall supply new hardware and accessories as needed for resetting and anchoring of the existing sign.

Existing post conditions are indicated on the Plans. Posts found in satisfactory condition shall be removed and re-installed in a manner consistent with the original placement of the posts or as directed by the Engineer. Posts shall be erected plumb.

The Contractor shall provide necessary electrical connections including new conduit, junction boxes, conductors and any other incidentals required to provide lighting to the sign in working order. Relocated signs and lighting shall be mounted in a manner consistent with the original configuration. Relocated lighting shall be in working order as acceptable to the Engineer.

675-0002.04 METHOD OF MEASUREMENT. The quantity of Remove Private Sign Assembly, Non-Lighted and Remove Private Sign Assembly, Lighted to be measured for payment will be the number or private sign assemblies removed in the complete and accepted work. A sign assembly shall consist of a single set of posts, all signs attached to those posts, all lighting elements attached to or associated with those signs, and any foundation attached to the posts.

The quantity of Remove and Reset Private Sign Assembly, Non-Lighted and Remove and Reset Private Sign Assembly, Lighted to be measured for payment will be the number of private sign assemblies removed and reset in the complete and accepted work.

675-0002.05 BASIS OF PAYMENT. The accepted quantity of Remove Private Sign Assembly, Non-Lighted and Remove Private Sign Assembly, Lighted will be paid for at the Contract unit price per each. Payment will be full compensation for removing the signs and posts; abandoning necessary electrical components; performing any required foundation excavation and backfilling; and for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work.

The accepted quantity of Remove and Reset Private Sign Assembly, Non-Lighted and Remove and Reset Private Sign Assembly, Lighted will be paid for at the Contract unit price per each. Payment will be full compensation for removing the signs and posts; performing any required excavation; transporting, handling, and temporarily storing the sign assembly components; resetting in a temporary location during construction as needed; providing new hardware components, accessories, concrete, and other materials as needed; furnishing and installing any electrical components needed for lighting elements; disposing of any materials deemed unusable; resetting the sign assembly in the location indicated on the Plans or as directed by the Engineer; performing any required foundation design, excavation, construction, and backfilling; and for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work.

Special Provisions Part II – Special Specifications

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
675.5000001 Remove Private Sign Assembly, Non-Lighted.....	Each
675.5000002 Remove Private Sign Assembly, Lighted.....	Each
675.6000001 Remove and Reset Private Sign Assembly, Non-Lighted.....	Each
675.6000002 Remove and Reset Private Sign Assembly, Lighted.....	Each

SECTION 240-0001 – TEMPORARY ROADWAY

240-0001.01 DESCRIPTION. This work shall consist of the construction, maintenance, and removal of temporary pavement, temporary roadway widening, temporary traffic diversions, and highway crossovers, collectively termed temporary roadways, used to maintain traffic within the project limits as shown on the Plans and as directed by the Engineer.

240-0001.02 MATERIALS. The Contractor may use any material or combination of materials that will conform to the requirements of this section and the Plans and meet the approval of the Engineer. The Engineer shall have the right to reject materials that will not meet structural requirements.

240-0001.03 SUBMITTALS. Construction drawings shall be submitted in accordance with Subsection 105.06 for any support of excavation, retaining structures, or bracing required or proposed for completing the work under this section.

If the temporary roadway is not fully designed in the Plans, the Contractor shall also submit, in accordance with Subsection 105.06, a plan showing the layout, alignment, typical sections, materials, and any other details and information necessary to construct the temporary roadway.

240-0001.04 CONSTRUCTION REQUIREMENTS. Where temporary roadways are not being constructed on in-situ materials, embankments shall be constructed of acceptable fill material that has been compacted to adequately support the loading requirements of the highway traffic is being diverted from. The subbase shall extend for the full length of the temporary roadway. Topsoil removed for temporary roadway construction may be stockpiled and reused in accordance with Section 651 for all phases of temporary roadway construction, or removed at the discretion of the Engineer.

The Contractor shall extend any existing drainage structures or place new temporary drainage structures to the extent necessary to accommodate the temporary roadway and any widening needed, using a box culvert, pipe, or other means as shown on the Plans and as directed by the Engineer. Where a temporary bridge is required, all requirements of Section 528 shall be met.

Unless the Plans prescribe other pavement design criteria specifically for temporary roadways, bituminous concrete mixtures shall conform to the requirements of Section 716 and shall have an  $N_{\text{design}}$  value of 65 gyrations and use an asphalt binder grade of 58S-28. Bituminous concrete pavement shall conform to the requirements of Section 406, except that Agency materials evaluation will not be required. The temporary pavement shall extend for the full length of the temporary roadway. Temporary pavement markings shall be placed in accordance with Section 646. The temporary pavement markings shall extend for the full length of the temporary roadway or as necessary to match into existing pavement markings. The Engineer may waive weather limitations for placement of bituminous concrete pavement and temporary pavement markings.

## Special Provisions Part II – Special Specifications

When temporary traffic barriers are used, they shall be in accordance with Section 621.

If the Plans require the temporary roadway earthwork to remain in place at the completion of the project, the pavement shall be removed from the temporary roadway and turf shall be established as shown on the Plans and in accordance with Section 203, Section 651, and Section 653.

- (a) Temporary Cover Pavement. Unless otherwise specified on the Plans, temporary cover pavement shall consist of a single 2 inch lift of Type IIIS or Type IVS bituminous concrete pavement.
- (b) Temporary Roadway Widening. Unless otherwise specified on the Plans, a minimum of 6 inches of approved gravel or other acceptable subbase material shall be provided for the full width of the typical section, and the roadway surface shall be paved with two lifts of bituminous concrete pavement to a minimum depth of 3 inches, with a wearing course of Type IIIS or Type IVS bituminous concrete pavement.
- (c) Temporary Traffic Diversion. Unless otherwise specified on the Plans, a minimum of 12 inches of approved gravel or other acceptable subbase material shall be provided for the full width of the typical section, and the roadway surface shall be paved with two lifts of bituminous concrete pavement to a minimum depth of 3 inches, with a wearing course of Type IIIS or Type IVS bituminous concrete pavement.
- (d) Divided Highway Crossover. Unless otherwise specified on the Plans, a minimum of 18 inches of approved gravel or other acceptable subbase material shall be provided for the full width of the typical section, and the roadway surface shall be paved with two lifts of bituminous concrete pavement to a minimum depth of 4 inches, with a wearing course of Type IIIS or Type IVS bituminous concrete pavement.

240-0001.05 METHOD OF MEASUREMENT. The quantity of Temporary Cover Pavement to be measured for payment will be the number of tons of mixture complete in-place in the accepted work as determined from the weight tickets.

The quantity of Temporary Roadway Widening, Temporary Traffic Diversion, and Divided Highway Crossover to be measured for payment will be on a lump sum basis for each temporary roadway specified on the Plans.

240-0001.06 BASIS OF PAYMENT. The accepted quantity of Temporary Cover Pavement will be paid for at the Contract unit price per ton. The accepted quantity of Temporary Roadway Widening, Temporary Traffic Diversion, and Divided Highway Crossover will be paid for at the Contract lump sum price.

## Special Provisions Part II – Special Specifications

Payment will be full compensation for constructing, maintaining, and removing the temporary roadway, including any required excavation, milling, stockpiling topsoil, fill materials, and subbase materials; temporary culverts, pipes, and bridges; temporary retaining structures or bracing and submitting any required construction drawings; drilling and blasting of solid rock subgrade; saw cutting pavement, emulsified asphalt, bituminous concrete pavement, pavement marking mask, and temporary pavement markings; re-handling and spreading topsoil, topsoil, fertilizer, agricultural limestone, hay mulch, and seeding; adjusting the height of existing guardrail, re-lapping existing guardrail, temporary guardrail, temporary traffic barrier, removing and resetting delineators and posts, and removing and resetting signs; removing those portions of the temporary roadway not being incorporated in the permanent work or as directed by the Engineer; and for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work.

Temporary traffic control devices and construction signing will be paid for separately under the appropriate Section 641 Contract items.

Partial payments for Temporary Roadway Widening, Temporary Traffic Diversion, and Divided Highway Crossover will be made as follows:

- (a) An initial payment of 75% of the Contract lump sum price will be paid when the temporary roadway is completed and accepted by the Engineer. The Engineer may prorate this amount for the duration of the work.
- (b) The remaining 25% of the Contract lump sum price will be paid when the designated portions of the temporary roadway have been removed to the satisfaction of the Engineer.

When multiple sections or phases of temporary roadway are required on the Contract, at the Engineer's discretion, payment will be prorated proportional to the amount of the work covered by each section or phase.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
240.0100001 Temporary Cover Pavement .....	Ton
240.0100002 Temporary Roadway Widening .....	Lump Sum
240.0100003 Temporary Traffic Diversion .....	Lump Sum
240.0100004 Divided Highway Crossover .....	Lump Sum



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October 24, 2025

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11 Lincoln Street, Room 210  
Essex Junction, VT 05452  
Via email: [Michael.S.Adams@usace.army.mil](mailto:Michael.S.Adams@usace.army.mil)

**RE: Pursuant to 33 U.S. Code. § 1341. – State Certification of Water Quality (Section 401) – 2024-100\_Pittsford-Brandon - NH 019-3(494)**

Dear Mr. Adams:

On May 8, 2024, the Vermont Department of Environmental Conservation (Department) received a Section 401 Water Quality Certification Pre-application and waiver request letter from the Vermont Agency of Transportation, submitted by Carla Fenner of VHB, to conduct work in waters of the United States under the authority of Section 404 of the Clean Water Act. The project consists of widening and upgrading a section of U.S. Route 7 in the towns of Pittsford and Brandon, Vermont. The project begins approximately 1.09 miles south of the Pittsford-Brandon town line and extends 1.745 miles northerly to a point 0.655 miles north of the Pittsford-Brandon town line. Work to be performed includes full depth reconstruction, widening, replacement of Bridge 110 near the Pomainville Wildlife Management Area, culvert extensions, grading, drainage, stormwater management, relocation of overhead utilities, paving, and approach work. The project purpose is to enhance the safety and accessibility of U.S. Route 7 between Pittsford and Brandon.

The project will permanently impact 28,290 square feet of Class II wetlands and 33,030 square feet of wetlands buffer; and temporarily impact 23,330 square feet of Class II wetlands and 30,775 square feet of wetlands buffer. In addition, the project will permanently impact 3,190 square feet of streams and temporarily impact 295 square feet of streams.

Pursuant to § 401 of the Clean Water Act (33 U.S.C. § 1341), the Department shall issue, waive, or deny a Water Quality Certification (WQC) for such projects. Under § 401, a federal agency shall not issue a permit or license for an activity that may result in a discharge to waters of the United States until a WQC is granted or waived.

The Department has determined that sufficient protections will be provided by the conditions imposed in Vermont Wetlands Permit 2020-678, Construction Stormwater Individual Permit 670-INDC.1, Operational Stormwater Permit 6760-9010.A, the Title 19 consultation, and the U.S. Army Corps of Engineers Individual Permit NAE-2006-01401, which address any potential water quality impacts associated with this project and provide reasonable assurance that the activity will not result in a violation of the Vermont Water Quality Standards. Therefore, the Department is waiving the requirement that the applicant obtain a § 401 Water Quality Certification. This letter shall serve as the Department's official waiver.

If you have questions or concerns regarding this correspondence, contact Bethany Sargent at [Bethany.Sargent@vermont.gov](mailto:Bethany.Sargent@vermont.gov) or 802-490-6131.

Sincerely,



Digitally signed by Peter LaFlamme  
DN: cn=Peter LaFlamme, o=VTDEC,  
ou=Watershed Management Division,  
email=pete.laflamme@vermont.gov, c=US  
Date: 2025.10.24 12:15:15 -04'00'

Peter LaFlamme, Director  
Watershed Management Division

Cc: Carla Fenner, VHB  
JulieAnn Held, Vermont Agency of Transportation  
Glenn Gringas, Vermont Agency of Transportation



**DEPARTMENT OF THE ARMY**  
**US ARMY CORPS OF ENGINEERS**  
**NEW ENGLAND DISTRICT**  
**696 VIRGINIA ROAD**  
**CONCORD MA 01742-2751**

January 13, 2026

Regulatory Division  
File Number: NAE-2006-01401

Mr. Glenn Gingras  
VTrans Senior Biologist  
Vermont Agency of Transportation  
219 North Main Street  
Barre, Vermont 05641  
Via email: [Glenn.Gingras@vermont.gov](mailto:Glenn.Gingras@vermont.gov)

Dear Mr. Gingras:

Enclosed is your validated Department of the Army permit from the U.S. Army Corps of Engineers authorizing your project. This project is located in unnamed tributaries to Otter Creek and associated freshwater wetlands located along U.S. Route 7 approximately 1.09 miles south of the Pittsford/Brandon town line and extending approximately 0.66 miles north of the Pittsford/Brandon town line in Rutland County, Vermont. We have assigned this project file number NAE-2006-01401, which you should reference in all correspondence with this office.

This permit is a limited authorization containing a specific set of conditions. Please read the permit thoroughly to familiarize yourself with the conditions. If a contractor performs any authorized work for you, both you and the contractor are responsible for ensuring that the work is performed in compliance with the permit's terms and conditions, as any violations could result in civil or criminal penalties.

Please contact us immediately if you change the plans or construction methods for work within our jurisdiction. We must approve any changes before you undertake them.

This authorization does not obviate the need to obtain other any other federal, state, or local permits, licenses, and/or certifications, which may be required. You are responsible for applying for and obtaining any other approvals.

We continually strive to improve our customer service. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at <https://regulatory.ops.usace.army.mil/customer-service-survey>.

If you have any questions, please contact Michael S. Adams, Senior Project Manager, at [michael.s.adams@usace.army.mil](mailto:michael.s.adams@usace.army.mil) or (802) 872-2893.

Sincerely,

A handwritten signature in black ink, appearing to read "Colin Greenan".

Colin Greenan  
Chief, New Hampshire and Vermont Section  
Regulatory Division

Enclosures

cc:

Nathan Margason, U.S. EPA Region 1, [margason.nathan@epa.gov](mailto:margason.nathan@epa.gov)  
Zapata Courage, VT DEC, [zapata.courage@vermont.gov](mailto:zapata.courage@vermont.gov)



**US Army Corps  
of Engineers**®  
New England District

**INDIVIDUAL PERMIT  
WORK-START NOTIFICATION FORM**

\*\*\*\*\*  
 \* EMAIL TO: [Michael.s.adams@usace.army.mil](mailto:Michael.s.adams@usace.army.mil) \*  
 \* or \*  
 \* MAIL TO: U.S. Army Corps of Engineers, New England District \*  
 \* Vermont Project Office \*  
 \* 11 Lincoln Street, Room 210 \*  
 \* Essex Junction, Vermont 05452 \*  
 \*\*\*\*\*

Corps of Engineers Permit No. NAE-2006-01401 was issued to the Vermont Agency of Transportation. This work involves the discharge of dredged or fill material in up to 1.27 acres of waters of the United States (WOTUS) in conjunction with the widening and full depth reconstruction of approximately 1.75 miles of U.S. Route 7 between Pittsford and Brandon, Vermont.

The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

**PLEASE PRINT OR TYPE**

**Name of Contractor/Firm:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_  
 \_\_\_\_\_

**Telephone Numbers:** ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

**Proposed Work Dates: Start:** \_\_\_\_\_ **Finish:** \_\_\_\_\_

**Permittee/Agent Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date Permit Issued:** \_\_\_\_\_ **Date Permit Expires:** \_\_\_\_\_

\*\*\*\*\*

**FOR USE BY THE CORPS OF ENGINEERS**

**PM:** Michael S. Adams **Submittals Required:** Yes

**Inspection Recommendation:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<p>U.S. Army Corps of Engineers (USACE)</p> <p><b>CERTIFICATION OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT</b></p> <p>For use of this form, see Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, and Section 103 of the Marine Protection, Research, and Sanctuaries Act; the proponent agency is CECW-COR.</p>	<p><i>Form Approved -</i></p> <p><i>OMB No. 0710-0003</i></p> <p><i>Expires 2027-10-31</i></p>
--	--

**The Agency Disclosure Notice (ADN)**

The Public reporting burden for this collection of information, 0710-0003, is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at [whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil](mailto:whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PURPOSE:** This form is used by recipients of U.S. Army Corps of Engineer Regulatory permits to certify compliance with the permit terms and conditions.

Your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the U.S. Army Corps of Engineers, New England District, Regulatory Office.

The certification can be submitted by email at michael.s.adams@usace.army.mil or by mail at the below address:

U.S. Army Corps of Engineers  
New England District Office  
 Street Address: 11 Lincoln Street, Room 210  
 City: Essex Junction State: Vermont ZIP Code: 05452

**COMPLETED BY THE CORPS**

Corps Action Number:	<u>NAE-2006-01401</u>
Permit Type: <u>Standard Permit</u>	
General Permit Number and Name (if applicable):	
Name of Permittee:	<u>Glenn Gingras, Vermont Agency of Transportation</u>
Project Name:	<u>PITTSFORD-BRANDON NH 019-3(494)</u>
Project Location (physical address):	<u>U.S. Route 7, Pittsford &amp; Brandon, VT</u>

**PERMITTEE'S CERTIFICATION**

Date Work Started: \_\_\_\_\_

Date Work Completed: \_\_\_\_\_

Enclose photographs showing the completed project (if available).

I \_\_\_\_\_ hereby certify that the work authorized by the above referenced permit has been completed in accordance with all of the permit terms and conditions, and that any required compensatory mitigation has been completed in accordance with the permit conditions.

Name	Date	Signature

DEPARTMENT OF THE ARMY PERMIT

Permittee Glenn, Gingras, Vermont Agency of Transportation

Permit No. NAE-2006-01401

Issuing Office New England District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

**Project Description:**

Discharge of dredged or fill material in up to 1.27 acres of waters of the United States in conjunction with the widening and full depth reconstruction of approximately 1.75 miles of U.S. Route 7 between Pittsford and Brandon, Vermont. Improvements will include roadway widening to include two 12 foot wide travel lands and two 8 foot wide shoulders, and replacement of four stream crossing culverts. The project will permanently impact approximately 3,190 square feet (0.07 acre) of unnamed tributaries and 28,290 square feet (0.65 acre) of adjacent wetlands. The work will temporarily impact approximately 295 square feet (0.01 acre) of unnamed tributaries and 23,330 square feet (0.54 acre) of adjacent wetlands. Temporary roadway relocation is planned to bypass traffic during construction and accounts for the majority of temporary wetland impacts associated with the project.

The work is shown on the enclosed plans, in forty-one sheets, titled, "PITTSFORD-BRANDON NH 019-3(494)", all dated "4/16/2025".

**Project Location:**

Unnamed tributaries to Otter Creek and associated freshwater wetlands located along U.S. Route 7 approximately 1.09 miles south of the Pittsford/Brandon town line and extending approximately 0.66 miles north of the Pittsford/Brandon town line in Rutland County, Vermont.

**Permit Conditions:**

**General Conditions:**

1. The time limit for completing the work authorized ends on January 13, 2031. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Special Conditions:**

1. The permittee shall ensure that a copy of this permit is at the work site (and the project office) authorized by this permit whenever work is being performed, and that all personnel with operational control of the site ensure that all appropriate personnel performing work are fully aware of its terms and conditions. The entire permit shall be made a part of any and all contracts and sub-contracts for work that affects areas of Corps jurisdiction at the site of the work authorized by this permit. This shall be achieved by including the entire permit in the specifications for work. The term "entire permit" means this permit (including its drawings, plans, appendices and other attachments) and also includes permit modifications.

If the permit is issued after the construction specifications, but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. If the permit is issued after receipt of bids or quotes, the entire permit shall be included in the contract or sub-contract. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions contained within the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps jurisdiction.

2. The permittee shall complete and return the enclosed Work Start Notification Form to this office at least two weeks before the anticipated starting date.

3. The permittee shall complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work.

4. Compensatory mitigation shall consist of purchasing 0.676 credits from the Ducks Unlimited – Vermont In-Lieu Fee (ILF) Program for impacts to palustrine wetlands in the Richelieu Service Area. The permittee shall contact Mary Beth Poli with "Ducks Unlimited, Inc." at [mpoli@ducks.org](mailto:mpoli@ducks.org), 802-855-4827, for the purchase of these credits and send a cashier's check or bank draft to "Mitigation Program, Ducks Unlimited, 7322 Newman Boulevard, Building 2, Dexter, MI 48130." The check must include the Corps of Engineers file number "NAE-2006-01401" and the statement: "For ILF account only". Work shall not begin until the Corps of Engineers receives a copy of the letter from Ducks Unlimited to the permittee stating that Ducks Unlimited has received the check and accepts responsibility for mitigation.

6. Adequate sedimentation and erosion control devices, such as geotextile silt fences or other devices capable of filtering the fines involved, shall be implemented and properly maintained to minimize impacts during construction. These devices must be removed upon completion of work and stabilization of disturbed areas. The sediment collected by these devices must also be removed and placed upland, in a manner that will prevent its later erosion and transport into a waterway or wetland.

7. No temporary fill (e.g., access roads, cofferdams) may be placed in waters or wetlands unless specifically authorized by this permit. When temporary fill is authorized in a wetland, it must be placed on geotextile fabric laid on existing wetland grade. The slope of all temporary fills must be stabilized to prevent erosion, through such means as placing weighted geotextile fabric on the slope. The temporary fill shall be completely removed upon completion of the project, and shall be placed upland in a manner that will prevent its later erosion and transport to a waterway or wetland. The temporary fill area shall be restored to its approximate original contours (but not higher).

8. All excess material shall be disposed of at an upland, non-wetland site.

9. Only clean fill shall be used.

10. All contractors' equipment shall be cleaned so as to contain no observable soil or vegetation prior to work in wetlands and waterways to prevent the spread of invasive species.

11. Disposal site(s) for temporary fills and for any excess material shall not be used without prior written approval from the Corps of Engineers Vermont Project Office.

12. Except where stated otherwise, reports, drawings, correspondence and any other submittals required by this permit shall be marked with the words "Permit No. NAE-2006-01401" and submitted via EMAIL TO: [cenae-r-vt@usace.army.mil](mailto:cenae-r-vt@usace.army.mil). Documents which are not marked and addressed in this manner may not reach their intended destination and do not comply

with the requirements of this permit. Requirements for immediate notification to the Corps of Engineers shall be done by telephone to (802) 872-2893.

**Further Information:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
  - Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
  - Section 14 of the Rivers and Harbors Act of 1899 (33 U.S.C. 408).
  - Section 404 of the Clean Water Act (33 U.S.C. 1344).
  - Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
  
2. Limits of this authorization.
  - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
  - b. This permit does not grant any property rights or exclusive privileges.
  - c. This permit does not authorize any injury to the property or rights of others.
  - d. This permit does not authorize interference with any existing or proposed Federal project.
  
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
  - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from Natural causes.
  - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
  - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.
  - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
  
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
  
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
  - a. You fail to comply with the terms and conditions of this permit.
  - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
  - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interested decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Signed by:  
*Glenn Gingras*  
6D9F0C8867784FA...

1/13/2026

\_\_\_\_\_  
**Glenn Gingras**  
**Vermont Agency of Transportation**

\_\_\_\_\_  
**(Date)**

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

**GREENAN.COLIN** Digitally signed by  
**.M.1546383926** GREENAN.COLIN.M.1546383926  
Date: 2026.01.13 12:31:39 -05'00'

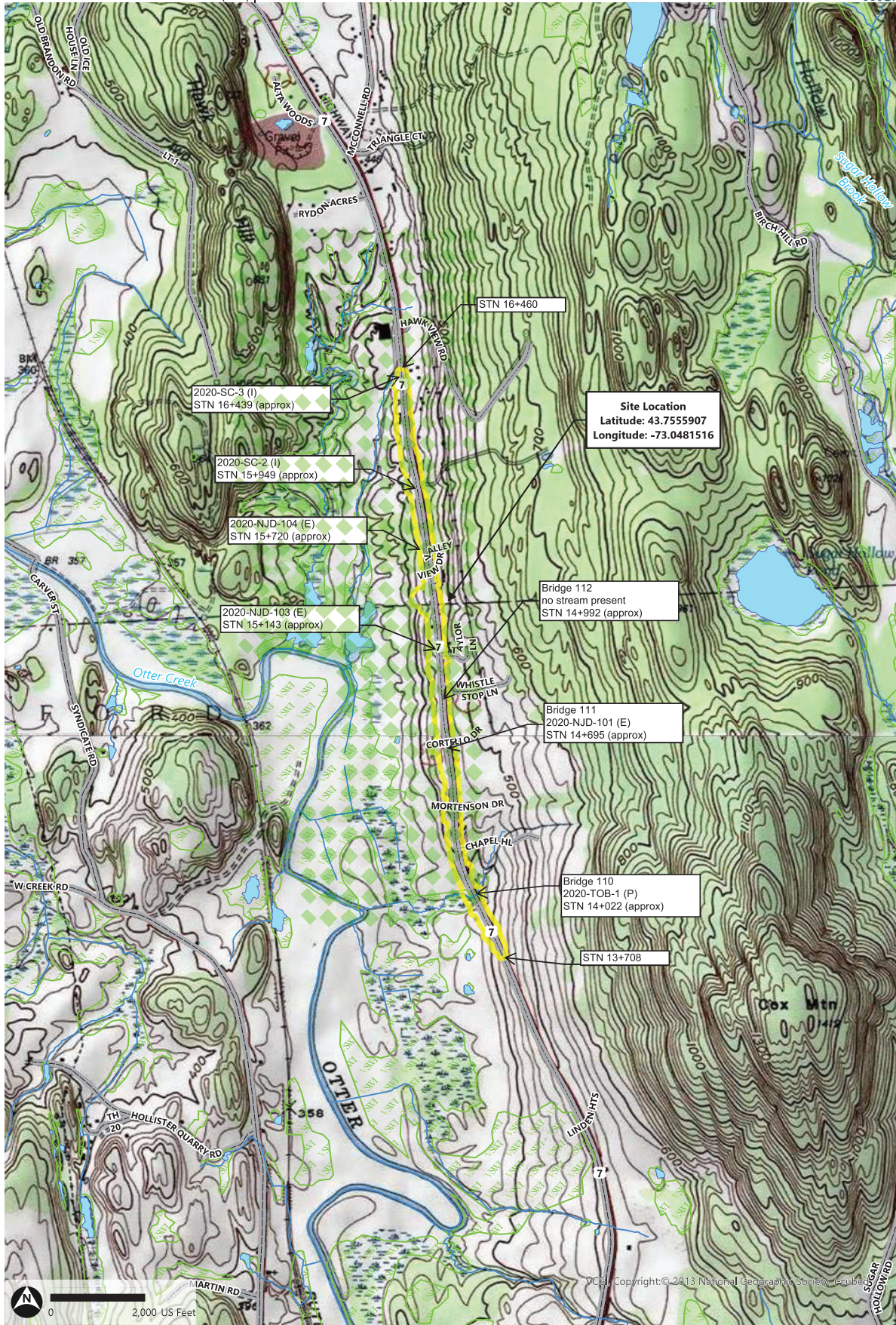
\_\_\_\_\_  
**Colin M. Greenan**  
**Chief, New Hampshire and Vermont Section**  
**Regulatory Division**  
**For District Engineer**

\_\_\_\_\_  
**(Date)**

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
**(Transferee)**

\_\_\_\_\_  
**(Date)**



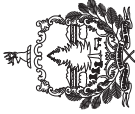
- Study Area (VHB)
- VHD Stream (VCGI)
- Road (VTrans)
- Waterbody (VCGI)
- VSWI (ANR)

Sources:  
 Background imagery by VCGI (Collected in 2017), ANR (Vermont Agency of Natural Resources - Various Dates)  
 VCGI (Vermont Center for Geographic Information - Various Dates), VHB 2022

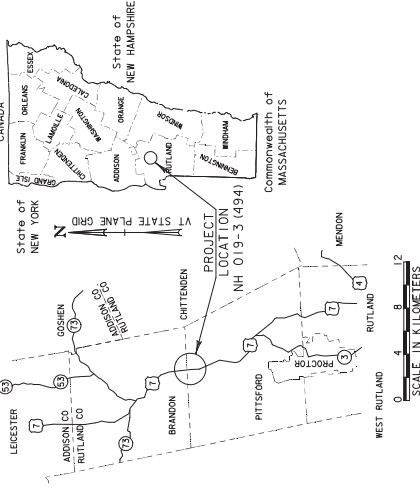
Path: \\vhb\gis\proj\58246\02 Pittsford-Brandon\Project\WVP\Pittsford-Brandon\LocationMap\LocationMap.aprx (User: kmames, Date: 2/16/2023)

VCEI, Copyright: © 2013 National Geographic Society, Google

STATE OF VERMONT  
AGENCY OF TRANSPORTATION



PROPOSED IMPROVEMENT  
TOWNS OF PITTSFORD & BRANDON  
COUNTY OF RUTLAND  
US ROUTE 7 (PRINCIPAL ARTERIAL-NHS)



PROJECT LOCATION:

BEGINNING AT A POINT ON US ROUTE 7 APPROXIMATELY  
754 M SOUTHERLY OF THE PITTSFORD/BRANDON TOWN  
LINE AND EXTENDING 0.55 KM NORTHERLY OF THE  
PITTSFORD/BRANDON TOWN LINE.

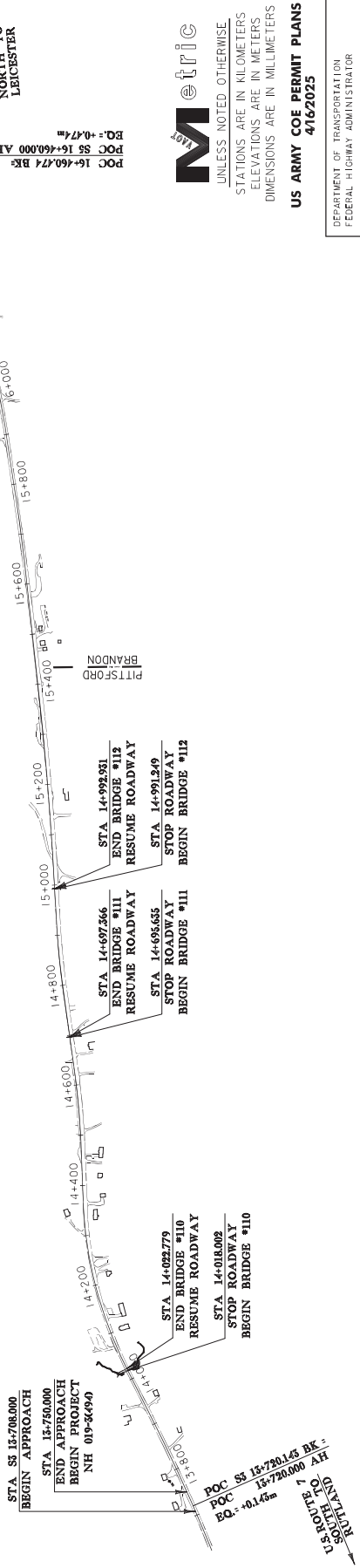
LENGTH OF ROADWAY 2703.324 M = 2.703 KM  
BRIDGE I10 4.777 M = 0.005 KM  
BRIDGE I11 1.220 M = 0.001 KM  
BRIDGE I12 1.169 M = 0.001 KM  
LENGTH OF PROJECT 2710.510 M = 2.711 KM

PROJECT DESCRIPTION:

WORK TO BE PERFORMED UNDER THIS CONTRACT INCLUDES THE REMOVAL AND  
DISPOSAL OF THE EXISTING CONCRETE ROAD, THE WIDENING AND FULL DEPTH  
RECONSTRUCTION OF US ROUTE 7, REPLACEMENT OF BRIDGE I10 (BOX CULVERT),  
EXTENSION OF BRIDGES I11, I12, BOX CULVERTS, ACCESSING, DRAINAGE,  
RELOCATION OF AERIAL UTILITIES, PAVING, AND NECESSARY APPROACH WORK.

TRAFFIC DATA U.S. ROUTE	
2012 ADT	9,600
2032 ADT	12,400
2032 ADIT	1,800
2032 DRV	57,900
2032 VT	57,300
20 YR ESALS	10,015,000
40 YR ESALS	23,425,000
DESIGN SPEED	= 80 KM/HR
POSTED SPEED	= 80 KM/HR

SUPERPAVE BITUMINOUS CONCRETE PAVEMENT	
DESIGN LIFE (ESAL'S DESIGN LANE)	27,990,000
DESIGN NUMBER OF GRATIONS	SEE TABLE
PERFORMANCE GRADED ASPHALT BINDER	406.03 F

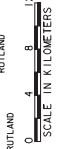


**Metric**  
UNLESS NOTED OTHERWISE  
STATIONS ARE IN KILOMETERS  
ELEVATIONS ARE IN METERS  
DIMENSIONS ARE IN MILLIMETERS  
**US ARMY COE PERMIT PLANS  
4/16/2025**

DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATOR	DATE
APPROVED	DATE
DIRECTOR OF PROJECT DELIVERY	DATE
APPROVED	DATE
PROJECT MANAGER : KENNETH UPMAL, P.E.	
PROJECT NAME : PITTSFORD-BRANDON	
PROJECT NUMBER : NH 019-3(494)	
SHEET 1	OF 62 SHEETS

QUALITY ASSURANCE PROGRAM : LEVEL 1
SURVEYED BY : VTRANS
SURVEYED DATE : 3/98
DATUM
VERTICAL : NAVD 88
HORIZONTAL : NAD 83/92

CONSTRUCTION IS TO BE CARRIED ON IN ACCORDANCE  
WITH THE PERMIT PLANS AND SPECIFICATIONS FOR THE  
FOR CONSTRUCTION DATED 2018 AS APPROVED BY THE  
FEDERAL HIGHWAY ADMINISTRATION ON APRIL 12, 2018  
UNLESS OTHERWISE NOTED. THIS DOCUMENT  
IS THE PROPERTY OF THE VERMONT DEPARTMENT  
OF TRANSPORTATION AND SHALL BE RETURNED TO THE  
OFFICE OF THE DIRECTOR OF PROJECT DELIVERY  
SPECIAL PROVISIONS AS ARE INCORPORATED IN THESE PLANS.



U.S. ROUTE 7  
BRANDON  
PITTSFORD  
RUTLAND  
POC SS 13+720.145 BK  
POC 15-720.000 AH  
EQ: +0.145m

STA SS 16-502.000  
END APPROACH

STA 16-460.000  
END PROJECT  
NH 019-3(494)  
BEGIN APPROACH

STA SS 13+708.000  
BEGIN APPROACH  
STA 13-750.000  
END APPROACH  
BEGIN PROJECT  
NH 019-3(494)

STA 14-992.566  
END BRIDGE #112  
RESUME ROADWAY

STA 14-697.366  
END BRIDGE #111  
RESUME ROADWAY

STA 14-695.655  
STOP ROADWAY  
BEGIN BRIDGE #111

STA 14-022.779  
END BRIDGE #110  
RESUME ROADWAY

STA 14-018.002  
STOP ROADWAY  
BEGIN BRIDGE #110

PITTSFORD

POC SS 16-600.000 BK  
POC 16-600.000 AH  
EQ: +0.474m

UTTER VALLEY  
UNION HIGH SCHOOL

U.S. ROUTE 7  
BRANDON  
PITTSFORD  
RUTLAND  
LEICESTER



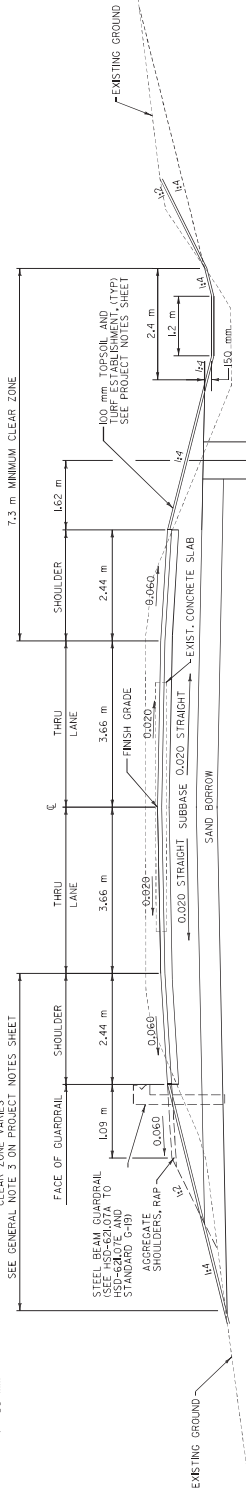
# TYPICAL SECTIONS



MATERIAL ITEM	THICKNESS
PAVEMENT (TOTAL LAYERS)	± 5 mm
SUBBASE	± 30 mm
SAND BORROW	± 30 mm

SEE GENERAL NOTE 3 ON PROJECT NOTES SHEET

90 BITUMINOUS CONCRETE PAVEMENT, TYPE IIIIS,0A TIER 1 (2 - 45 mm LIFTS)  
 160 BITUMINOUS CONCRETE PAVEMENT, TYPE IS,0A TIER 1 (2 - 80 mm LIFTS)  
 590 SUBBASE OF DENSE GRADED CRUSHED STONE  
 450 SAND BORROW

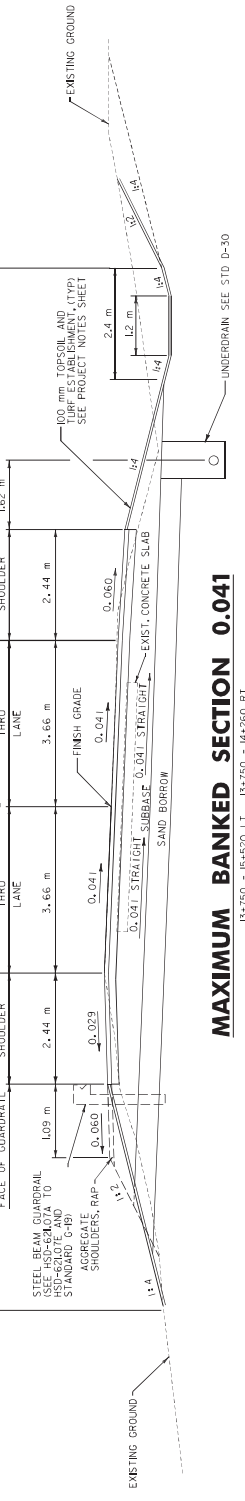


## NORMAL SECTION

13+750 - 15+500 LT  
 16+440 - 16+460 LT  
 15+730 - 16+460 RT

SEE GENERAL NOTE 3 ON PROJECT NOTES SHEET

90 BITUMINOUS CONCRETE PAVEMENT, TYPE IIIIS,0A TIER 1 (2 - 45 mm LIFTS)  
 160 BITUMINOUS CONCRETE PAVEMENT, TYPE IS,0A TIER 1 (2 - 80 mm LIFTS)  
 590 SUBBASE OF DENSE GRADED CRUSHED STONE  
 450 SAND BORROW



## MAXIMUM BANKED SECTION 0.041

13+750 - 15+500 LT  
 16+440 - 16+460 LT  
 15+730 - 16+460 RT

SEE GENERAL NOTE 3 ON PROJECT NOTES SHEET

90 BITUMINOUS CONCRETE PAVEMENT, TYPE IIIIS,0A TIER 1 (2 - 45 mm LIFTS)  
 160 BITUMINOUS CONCRETE PAVEMENT, TYPE IS,0A TIER 1 (2 - 80 mm LIFTS)  
 590 SUBBASE OF DENSE GRADED CRUSHED STONE  
 450 SAND BORROW



## MODIFIED UNDERDRAIN

13+750.0 - 13+82.3 RT  
 13+835.0 - 13+940.0 RT  
 14+295.0 - 14+360.0 RT  
 15+465.0 - 15+480.0 RT  
 16+800.0 - 16+820.0 RT

NOT TO SCALE

PROJECT NAME: PITTSFORD-BRANDON  
 PROJECT NUMBER: NH 019-3(494)

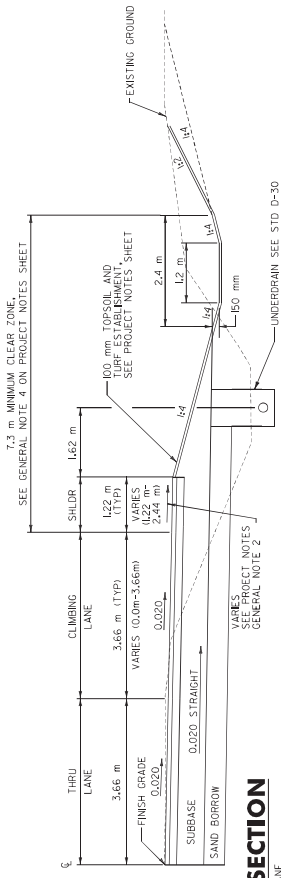
FILE NAME: 002B98-TYP-000  
 PROJECT LEADER: K. UPMAL  
 DESIGNED BY: SQUAD B  
 CHECKED BY: SQUAD B  
 TYPICAL SECTIONS SHEET 1  
 SHEET 3 OF 62

PLOT DATE: 4/16/2025

# TYPICAL SECTIONS

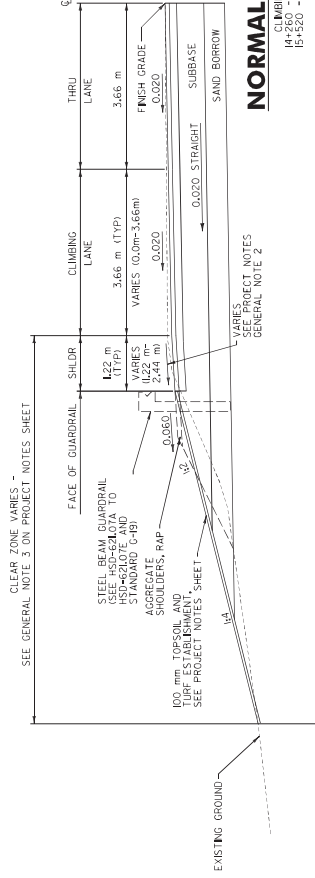


90 BITUMINOUS CONCRETE PAVEMENT, TYPE IIIB, 0A TIER 1 (2 - 45 mm LFTS)  
 160 BITUMINOUS CONCRETE PAVEMENT, TYPE IS, 0A TIER 1 (2 - 80 mm LFTS)  
 590 SUBBASE OF DENSE GRADED CRUSHED STONE  
 450 SAND BORROW



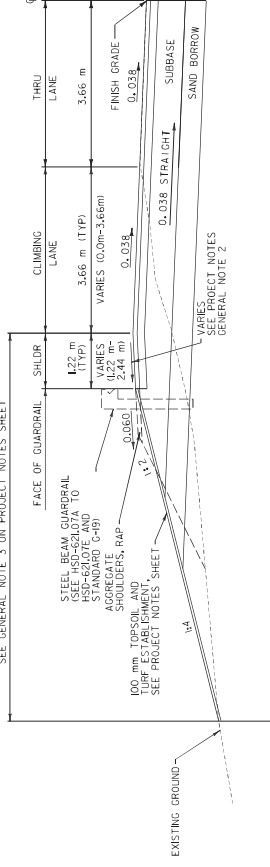
## NORMAL SECTION

CLIMBING LANE  
 14+260 - 15+130 RT  
 15+520 - 16+440 LT



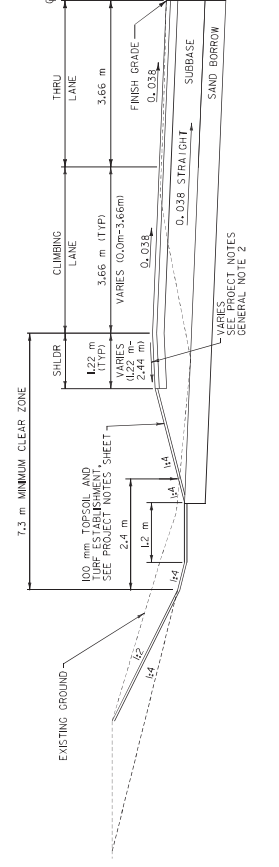
## MAXIMUM BANKED SECTION 0.038

CLIMBING LANE  
 14+260 - 15+130 RT  
 15+520 - 16+440 LT



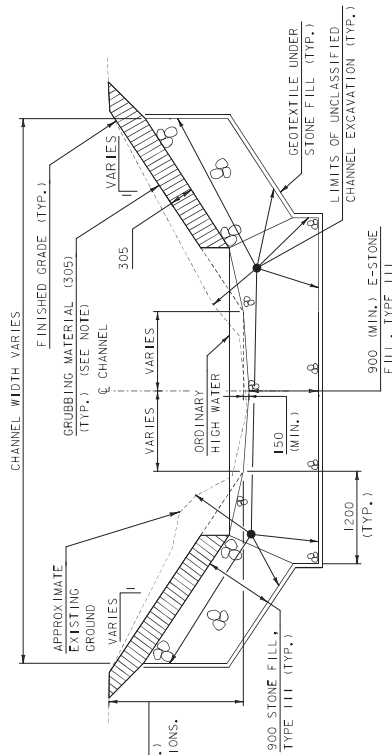
## MAXIMUM BANKED SECTION 0.041

CLIMBING LANE  
 14+260 - 15+130 RT  
 15+520 - 16+440 LT



NOT TO SCALE

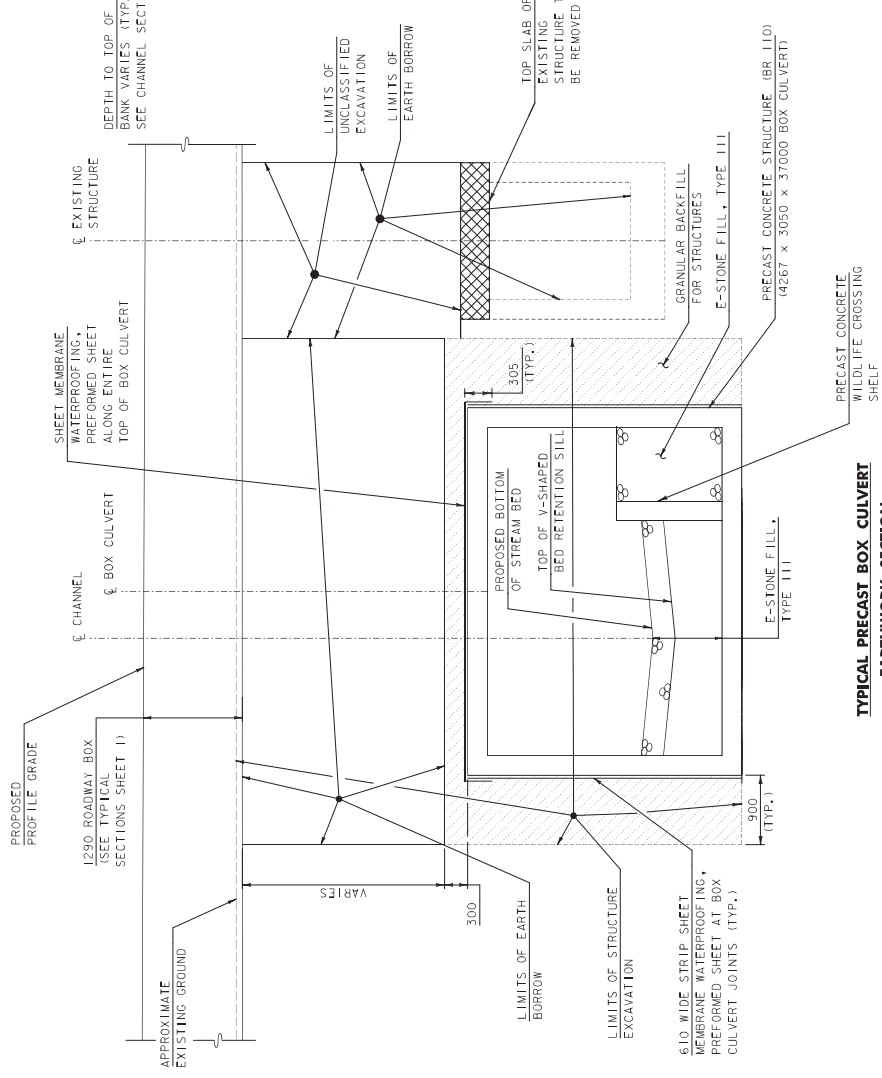
PROJECT NAME:	PITTSFORD-BRANDON
PROJECT NUMBER:	NH 019-3(494)
FILE NAME:	002B98-TYP-000
DRAWN BY:	SQUAD B
CHECKED BY:	SQUAD B
TYPICAL SECTIONS SHEET	4 OF 62



**TYPICAL CHANNEL SECTION**  
NOT TO SCALE

**NOTE**

GRUBBING MATERIAL SHALL NOT BE PLACED ON THE STONE FILL INSIDE THE BOX CULVERT, WHENEVER CHANNEL SLOPE INTERSECTS ROADWAY SUBBASE, GRUBBING MATERIAL SHALL BEGIN AT THE BOTTOM OF SUBBASE.



**TYPICAL PRECAST BOX CULVERT EARTHWORK SECTION**  
30 SCALE

**NOTES**

1. SEE PRECAST CONCRETE BRIDGE SYSTEM NOTES ON BOX CULVERT NOTES SHEET.
2. ANY PORTIONS OF THE EXISTING SOUTHEAST WINGWALL THAT FALL WITHIN THE LIMITS OF BOX CULVERT EXCAVATION SHALL BE REMOVED AND PAID FOR UNDER ITEM 204.2500, "STRUCTURE EXCAVATION". ANY PORTIONS OF THE EXISTING WINGWALLS THAT FALL OUTSIDE THE LIMITS OF BOX CULVERT EXCAVATION SHALL REMAIN IN PLACE.
3. EXCAVATION TO TOP OF EXISTING STRUCTURE WILL BE PAID FOR UNDER ITEM 203.1700, "UNCLASSIFIED EXCAVATION". FILL EXISTING CULVERT AND AREAS OF "UNCLASSIFIED EXCAVATION" WITH EARTH BORROW. THIS WILL BE PAID FOR UNDER ITEM 203.3000, "EARTH BORROW".

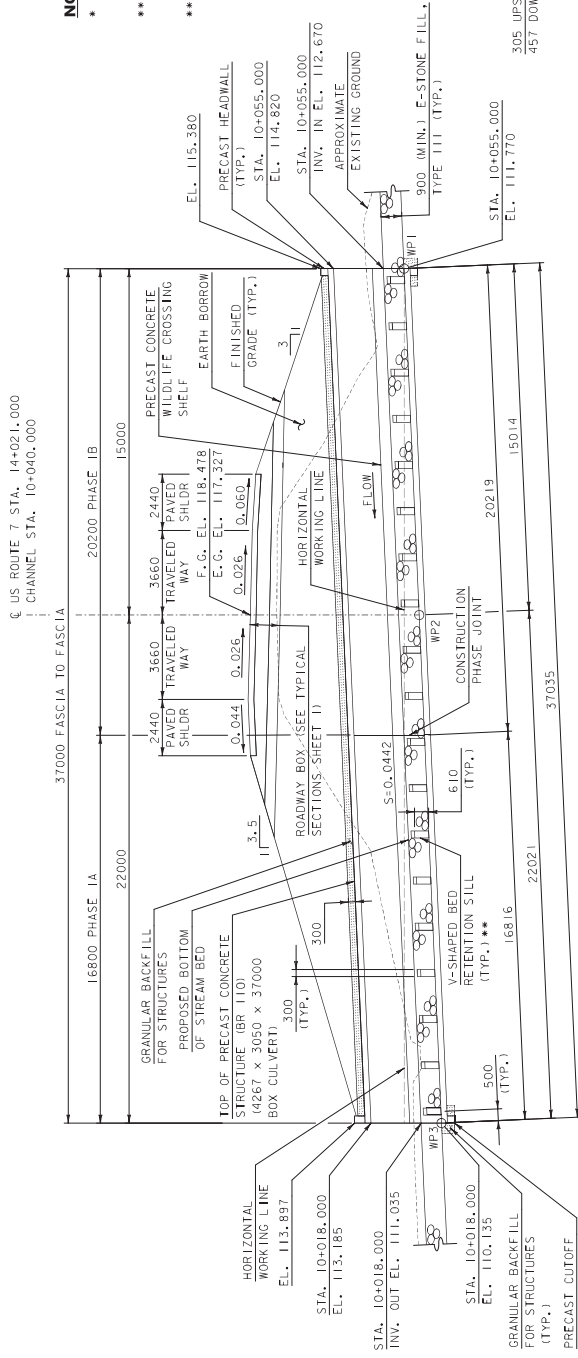
PROJECT NAME:	PITTSFORD-BRANDON
PROJECT NUMBER:	NH 019-3(494)
FILE NAME:	202898box-10.dgn
PLOT DATE:	4/16/2025
PROJECT LEADER:	P. SHEED
DRAWN BY:	M. SMITH
DESIGNED BY:	R. TRUDEAU
CHECKED BY:	J. FRENCH
TYPICAL EARTHWORK SECTIONS SHEET	18 OF 62



FUSSELL & O'NEILL

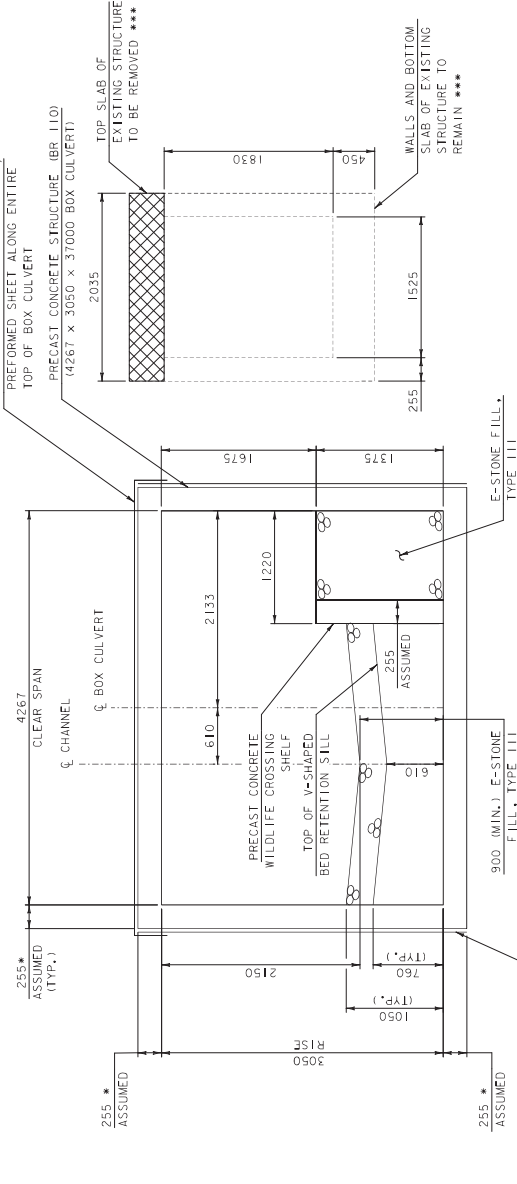
**NOTE**

- \* SEE PRECAST CONCRETE BRIDGE SYSTEM NOTES ON BOX CULVERT NOTES SHEET.
- \*\* SEE NOTE 7 ON BOX CULVERT NOTES SHEET FOR TYPICAL SPACING.
- \*\*\* ANY PORTIONS OF THE EXISTING STRUCTURE, EXCLUDING THE WINGWALLS, THAT CONFLICTS WITH THE PROPOSED STRUCTURE SHALL BE REMOVED. IN AREAS OF NO CONFLICT, THE TOP SLAB OF THE EXISTING BOX SHALL BE REMOVED AND BACKFILLED WITH EARTH BORROW. SEE TYPICAL BOX CULVERT EARTHWORK SECTION ON TYPICAL EARTHWORK SECTIONS SHEET 1 BR 110. PAYMENT SHALL BE INCLUDED UNDER ITEM 529.2000, "PARTIAL REMOVAL OF STRUCTURE (BR 110)". THE CONTRACTOR HAS THE OPTION TO REMOVE THE EXISTING BOX CULVERT IN ITS ENTIRETY. NO ADDITIONAL PAYMENT WILL BE PROVIDED FOR COMPLETE REMOVAL.



**TYPICAL PRECAST BOX CULVERT LONGITUDINAL SECTION**  
(SHOWN ALONG  $\phi$  OF CHANNEL ALIGNMENT)

100 SCALE

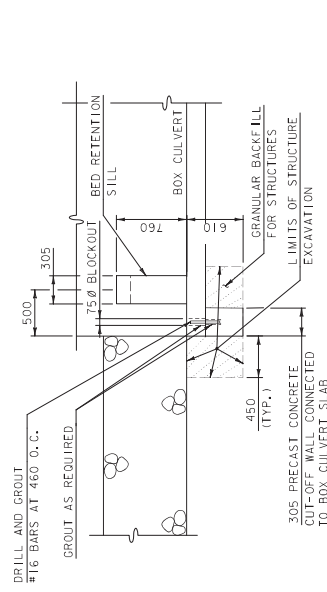


**PRECAST BOX CULVERT TYPICAL SECTION**

25 SCALE

**TYPICAL HEADWALL DETAIL**

25 SCALE

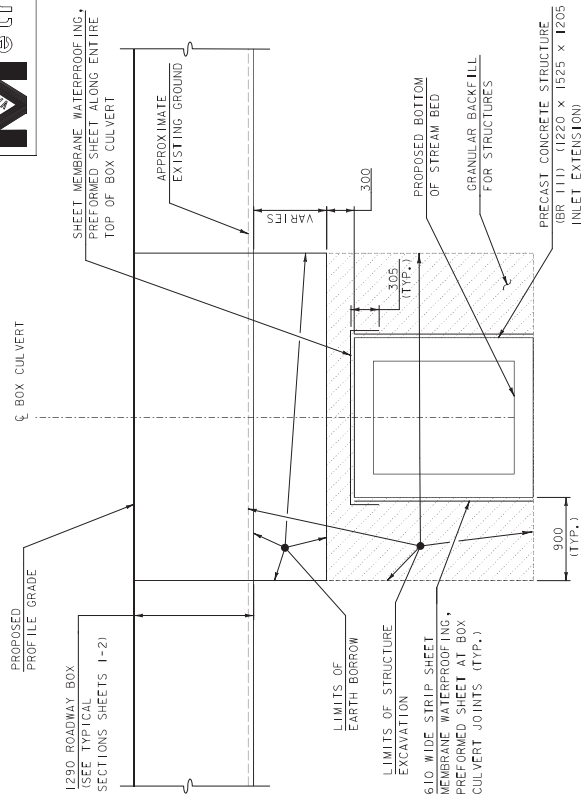


**TYPICAL CUT-OFF WALL DETAIL**

25 SCALE

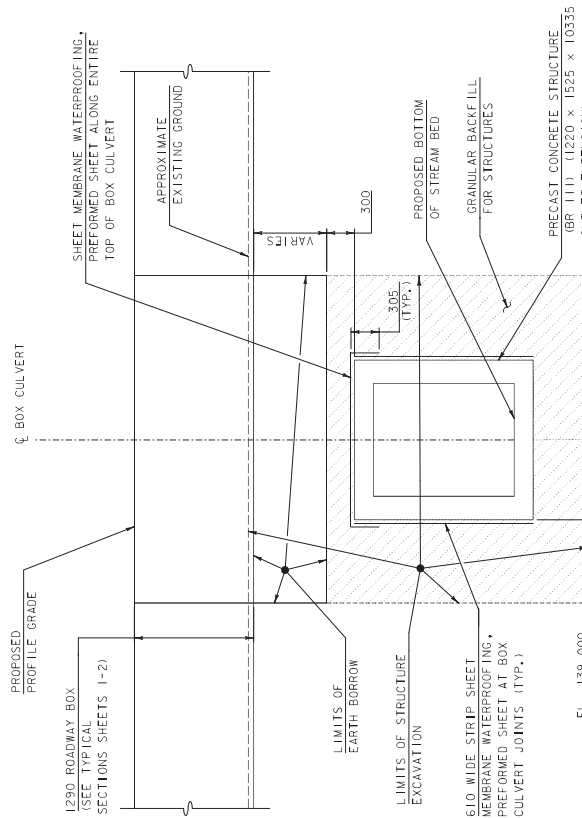


PROJECT NAME: PITTSFORD-BRANDON  
PROJECT NUMBER: NH 019-3(494)  
FILE NAME: 202BRBox-110.dgn  
DRAWN BY: M. SMITH  
DESIGNED BY: R. TRUDEAU  
CHECKED BY: S. BEAUMONT  
PLOT DATE: 4/16/2025  
TYPICAL CUT-OFF WALL DETAIL  
SHEET BR 110 OF 62



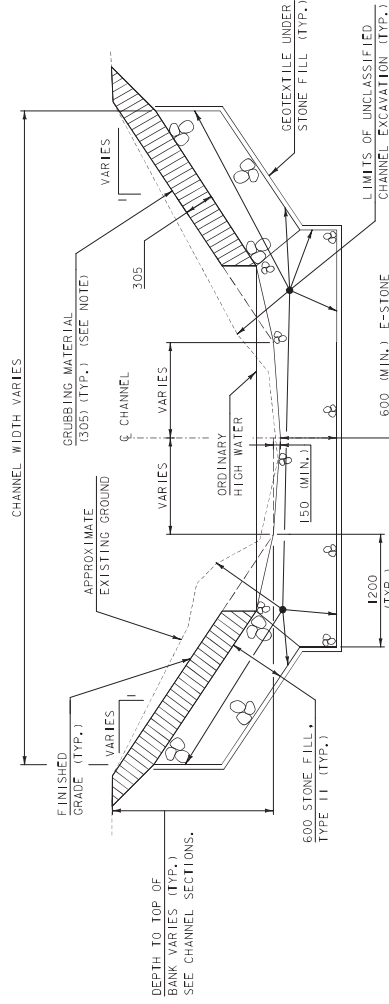
**TYPICAL UPSTREAM PRECAST BOX CULVERT EARTHWORK SECTION**

25 SCALE



**TYPICAL DOWNSTREAM PRECAST BOX CULVERT EARTHWORK SECTION**

25 SCALE



**TYPICAL CHANNEL SECTION**

25 SCALE

**NOTE**  
WHENEVER CHANNEL SLOPE INTERSECTS ROADWAY SUBBASE, GRUBBING MATERIAL SHALL BEGIN AT THE BOTTOM OF SUBBASE.

**NOTES**

1. SEE PRECAST CONCRETE BRIDGE SYSTEM NOTES ON BOX CULVERT NOTES SHEET.
2. EXCAVATION AND EARTHWORK AS SHOWN IN THE TYPICAL PRECAST BOX CULVERT EARTHWORK SECTION SHALL EXTEND 900 BEYOND EACH END OF THE EXISTING BOX CULVERT TO ACCOMMODATE CONNECTION BETWEEN EXISTING AND PROPOSED BOX CULVERTS.
3. APPLY 305 STRIP SHEET MEMBRANE WATERPROOFING AT VERTICAL JOINT BETWEEN PROPOSED AND EXISTING BOX CULVERT.
4. JOINT BETWEEN PROPOSED AND EXISTING BOX CULVERT.



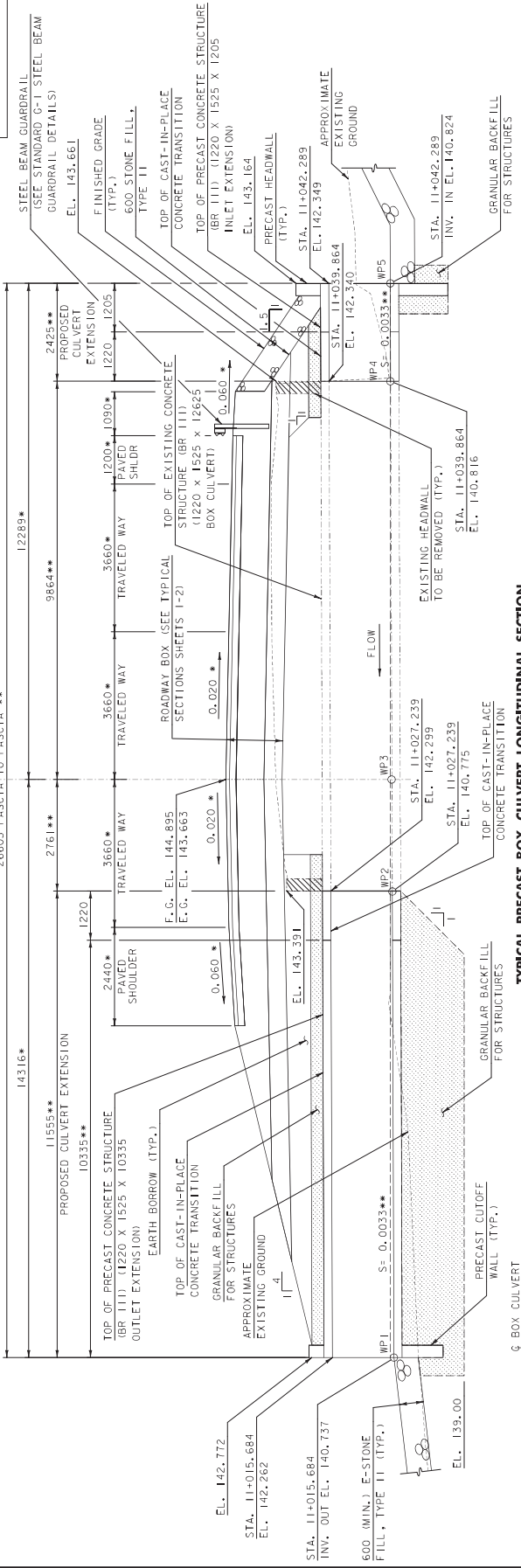
FUSS & O'NEILL

PROJECT NAME: PJTTSFORD-BRANDON  
PROJECT NUMBER: NH 019-3(494)

FILE NAME: 2020RBox-IL009  
DRAWN BY: M. SMITH  
DESIGNED BY: R. TRUDEAU  
CHECKED BY: S. BEAUMONT  
TYPICAL EARTHWORK SECTIONS SHEET 1 BR III SHEET 15 OF 62

NOTE  
WHENEVER CHANNEL SLOPE INTERSECTS ROADWAY SUBBASE, GRUBBING MATERIAL SHALL BEGIN AT THE BOTTOM OF SUBBASE.

US ROUTE 7 STA. 14+696.500  
CHANNEL STA. 11+030.000  
26605 FASCIA TO FASCIA \*\*

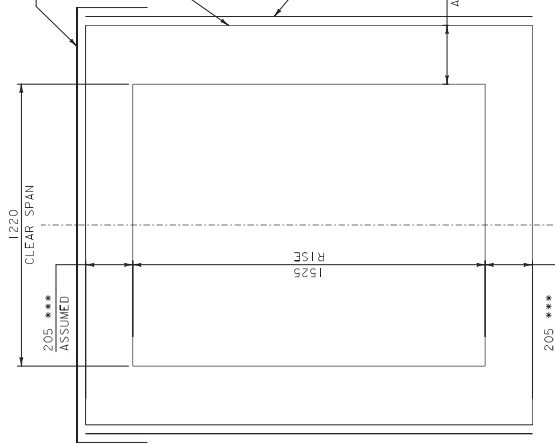


**TYPICAL PRECAST BOX CULVERT LONGITUDINAL SECTION**  
(SHOWN ALONG  $\phi$  BOX CULVERT)  
50 SCALE

SHEET MEMBRANE WATERPROOFING, PERFORMED SHEET ALONG ENTIRE TOP OF BOX CULVERT

PRECAST CONCRETE STRUCTURE (BR 111)  
(1220' x 1525' x 10335' OUTLET EXTENSION) DOWNSTEAM  
(1220' x 1525' x 1205' INLET EXTENSION) UPSTREAM  
(1220' x 1525' x 12625' BOX CULVERT) EXISTING

6.10 WIDE STRIP SHEET MEMBRANE WATERPROOFING, PERFORMED SHEET AT BOX CULVERT JOINTS (TYP.)



**PRECAST BOX CULVERT TYPICAL SECTION**  
10 SCALE

- \* DIMENSIONS AND SLOPES GIVEN PERPENDICULAR TO ROADWAY  $\phi$
- \*\* ALONG  $\phi$  BOX
- \*\*\* SEE PRECAST CONCRETE BRIDGE SYSTEM NOTES ON BOX CULVERT NOTES SHEET.

**NOTES:**

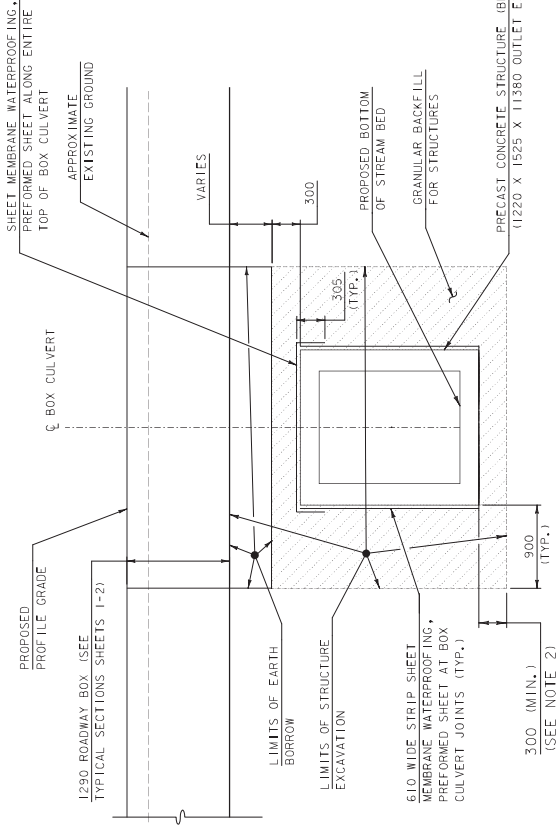
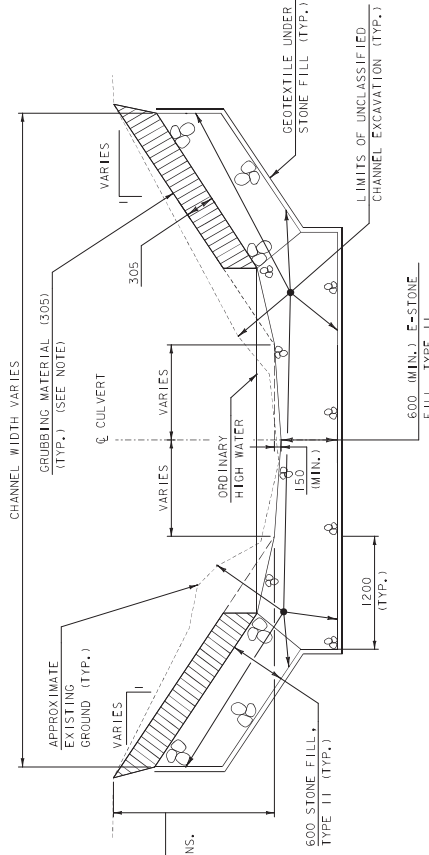
- SEE CULVERT DETAILS SHEET I BR 111 FOR TYPICAL CUT-OFF WALL AND HEADWALL DETAILS.
- SEE TYPICAL EARTHWORKS SECTIONS SHEET I BR 111 FOR EARTHWORK DETAILS AND NOTES.

PROJECT NAME: PITTSFORD-BRANDON  
PROJECT NUMBER: NH 019-3(494)

FILE NAME: Z02BRBOX-110gn  
PLOT DATE: 4/16/2025  
PROJECT LEADER: P. SHEDD  
DRAWN BY: M. SMITH  
DESIGNED BY: R. TRUDEAU  
CHECKED BY: S. BEAUMONT  
TYPICAL CULVERT SECTIONS SHEET BR III  
SHEET 15 OF 62



FUSS & O'NEILL



**NOTE**  
WHENEVER CHANNEL SLOPE INTERSECTS ROADWAY SUBBASE, GRUBBING MATERIAL SHALL BEGIN AT THE BOTTOM OF SUBBASE.

**TYPICAL CHANNEL SECTION**  
NOT TO SCALE

**NOTES**

1. SEE PRECAST CONCRETE BRIDGE SYSTEM NOTES ON BOX CULVERT NOTES SHEET.
2. A MINIMUM 300 LAYER OF GRANULAR BACKFILL FOR STRUCTURES WILL BE PROVIDED UNDERNEATH THE DOWNSTREAM CULVERT EXTENSION. IF APPROXIMATE EXISTING GROUND IS MORE THAN 300 BELOW THE BOTTOM OF THE BOX CULVERT, GRANULAR BACKFILL FOR STRUCTURES SHALL BE USED TO FILL THE DIFFERENCE. THIS WORK WILL BE PAID FOR UNDER ITEM 204.3000, "GRANULAR BACKFILL FOR STRUCTURES".
3. EXCAVATION AND EARTHWORK AS SHOWN IN THE TYPICAL PRECAST BOX CULVERT EARTHWORK SECTION SHALL EXTEND 900 BEYOND EACH END OF THE EXISTING BOX CULVERT TO ACCOMMODATE CONNECTION BETWEEN EXISTING AND PROPOSED BOX CULVERTS.
4. APPLY 305 STRIP SHEET MEMBRANE WATERPROOFING AT VERTICAL JOINT BETWEEN PROPOSED AND EXISTING BOX CULVERT.
5. EXTEND SHEET MEMBRANE WATERPROOFING 305 BEYOND JOINT BETWEEN PROPOSED AND EXISTING BOX CULVERT.

**TYPICAL PRECAST BOX CULVERT EARTHWORK SECTION**  
25 SCALE

PROJECT NAME: PITTSFORD-BRANDON  
PROJECT NUMBER: NH 019-3(494)

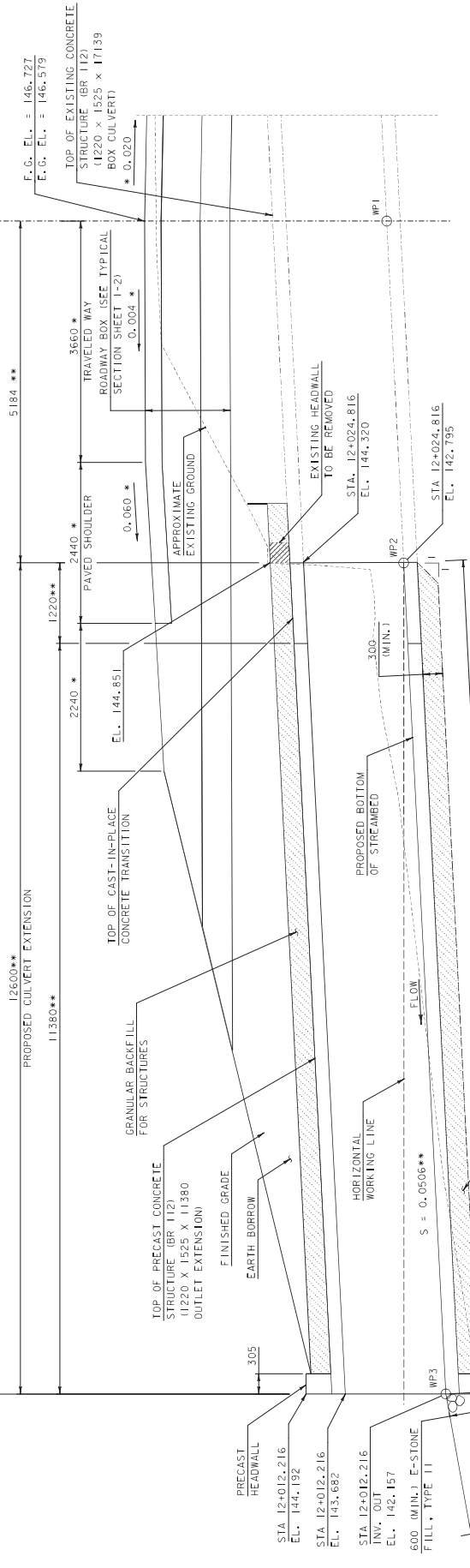
FILE NAME: 202898Box-112.dgn  
PLOT DATE: 4/16/2025  
PROJECT LEADER: P. SHELDON  
DRAWN BY: M. SMITH  
DESIGNED BY: R. TRUDEAU  
CHECKED BY: S. BEAUMONT  
TYPICAL EARTHWORK SECTIONS SHEET 1BR #2 SHEET 16 OF 62



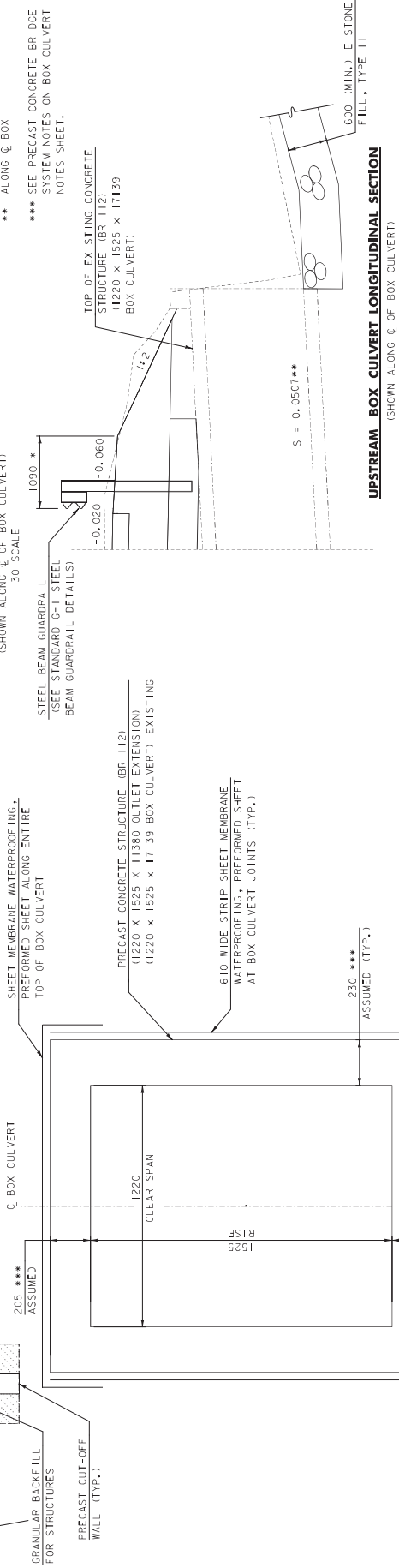
FUSSELL



U.S. ROUTE 7 STA. 14+992.000  
CHANNEL STA. 12+030.000



**TYPICAL PRECAST BOX CULVERT LONGITUDINAL SECTION**  
(SHOWN ALONG C.C. OF BOX CULVERT)  
30 SCALE



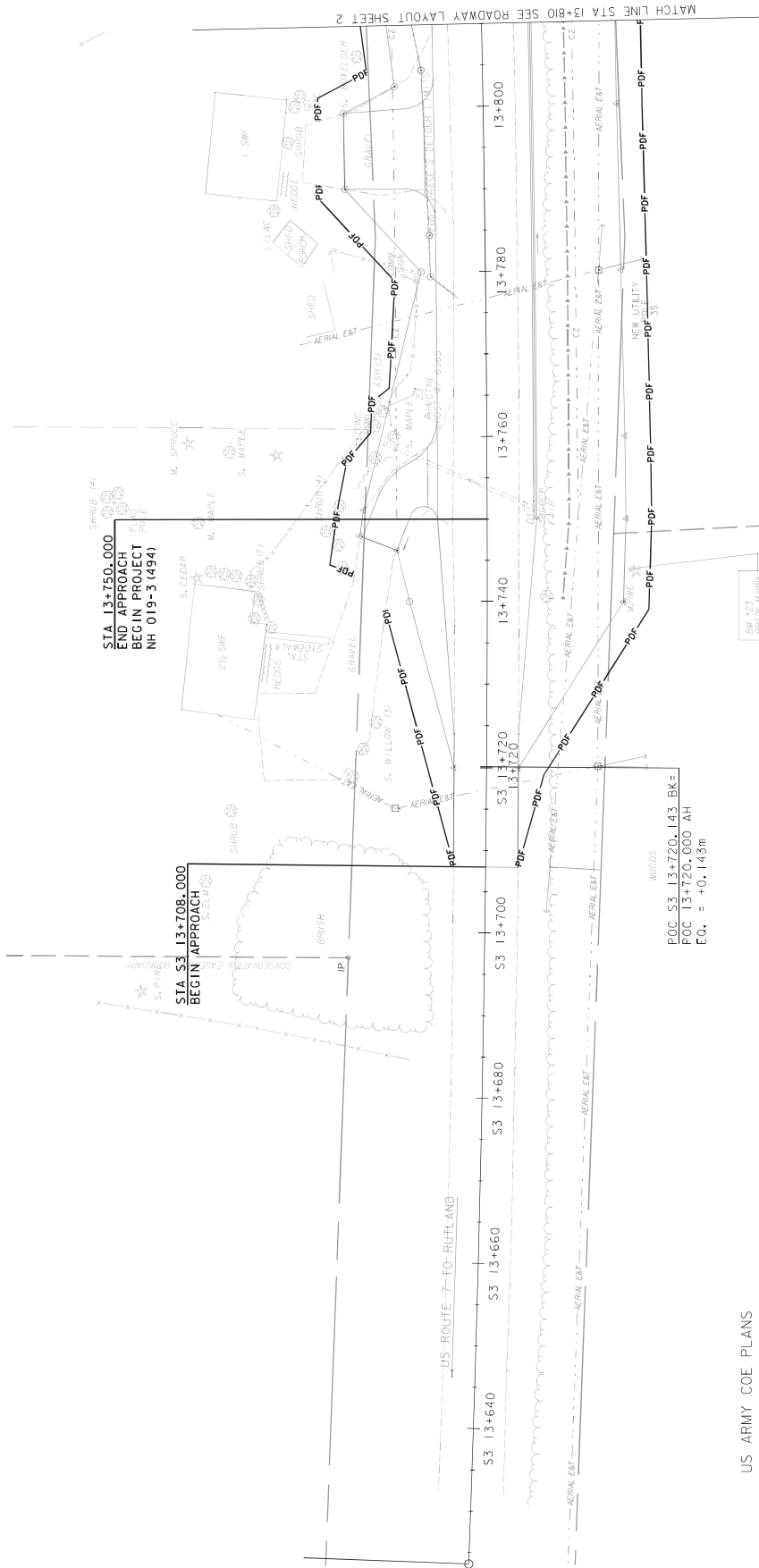
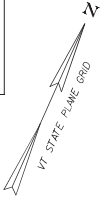
**UPSTREAM BOX CULVERT LONGITUDINAL SECTION**  
(SHOWN ALONG C.C. OF BOX CULVERT)  
30 SCALE

17784 \*\*  
12600 \*\*  
11380 \*\*  
1220 \*\*  
2440 \*  
3660 \*  
2240 \*  
EL. 144.851  
12615 \*\*  
12615 \*\*  
205 \*\*\*  
230 \*\*\*  
305  
STA 12+012.216  
EL. 144.192  
STA 12+012.216  
EL. 143.682  
STA 12+012.216  
INV. OUT  
EL. 142.157  
600 (MIN.) F-STONE  
FILL, TYPE 11  
PRECAST HEADWALL  
TOP OF PRECAST CONCRETE  
STRUCTURE (BR 1121)  
(1220 X 1525 X 11380  
OUTLET EXTENSION)  
FINISHED GRADE  
EARTH BORROW  
HORIZONTAL  
WORKING LINE  
PROPOSED BOTTOM  
OF STREAMBED  
300 (MIN.)  
FLOW  
GRANULAR BACKFILL  
FOR STRUCTURES  
PRECAST CUT-OFF  
WALL (TYP.)  
GRANULAR BACKFILL  
FOR STRUCTURES  
SHEET MEMBRANE WATERPROOFING,  
PREFORMED SHEET ALONG ENTIRE  
TOP OF BOX CULVERT  
PRECAST CONCRETE STRUCTURE (BR 1121)  
(1220 X 1525 X 11380 OUTLET EXTENSION)  
WATERPROOFING, PREFORMED SHEET  
AT BOX CULVERT JOINTS (TYP.)  
610 WIDE STRIP SHEET MEMBRANE  
WATERPROOFING, PREFORMED SHEET  
AT BOX CULVERT JOINTS (TYP.)  
CLEAR SPAN  
1220  
1525  
205  
230  
ASSUMED  
ASSUMED (TYP.)  
STEEL BEAM GUARDRAIL  
(SEE STANDARD G-1 STEEL  
BEAM GUARDRAIL DETAILS)  
1090 \*  
-0.020  
-0.060  
TOP OF EXISTING CONCRETE  
STRUCTURE (BR 1121)  
(1220 X 1525 X 17139  
BOX CULVERT)  
EXISTING HEADWALL  
TO BE REMOVED  
STA. 12+024.816  
EL. 144.320  
STA 12+024.816  
EL. 142.795  
EXISTING GROUND  
APPROXIMATE  
PAVED SHOULDER  
TRAVELED WAY  
ROADWAY BOX (SEE TYPICAL  
SECTION SHEET 1-2)  
0.060 \*  
0.004 \*  
TOP OF EXISTING CONCRETE  
STRUCTURE (BR 1121)  
(1220 X 1525 X 17139  
BOX CULVERT)  
\* 0.020  
F.G. EL. = 146.727  
F.G. EL. = 146.579  
\* DIMENSIONS AND SLOPES GIVEN  
PERPENDICULAR TO ROADWAY C.C.  
\*\* ALONG C.C. BOX  
\*\*\* SEE PRECAST CONCRETE BRIDGE  
SYSTEM NOTES ON BOX CULVERT  
NOTES SHEET.

**PRECAST BOX CULVERT TYPICAL SECTION**  
10 SCALE



PROJECT NAME: PITTSFORD-BRANDON  
PROJECT NUMBER: NH 019-3(494)  
FILE NAME: z02099box-102.dgn  
DRAWN BY: M. SMITH  
DESIGNED BY: R. TRUDEAU  
CHECKED BY: S. BEAUMONT  
SHEET 18 OF 62



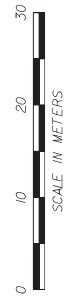
STA 13+750.000  
END APPROACH  
BEGIN PROJECT  
NH 019-3 (494)

STA S3 13+708.000  
BEGIN APPROACH

US ARMY COE PLANS

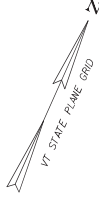
LEGEND	
IMPACTS BELOW	ORDINARY HIGH WATER
TEMPORARY CONSTRUCTION AREA	PROJECT TOTAL (27 SM) (295 SF)
PERMANENT CONSTRUCTION AREA	PROJECT TOTAL (296 SM) (3,190 SF)
WETLAND IMPACTS	
TEMPORARY IMPACT AREA	PROJECT TOTAL (2,167 SM) (23,330 SF)
PERMANENT IMPACT AREA	PROJECT TOTAL (2,628 SM) (28,290 SF)

NOTE  
IMPACTS ARE CLIPPED TO THE  
EXISTING ROADWAY PRISM.

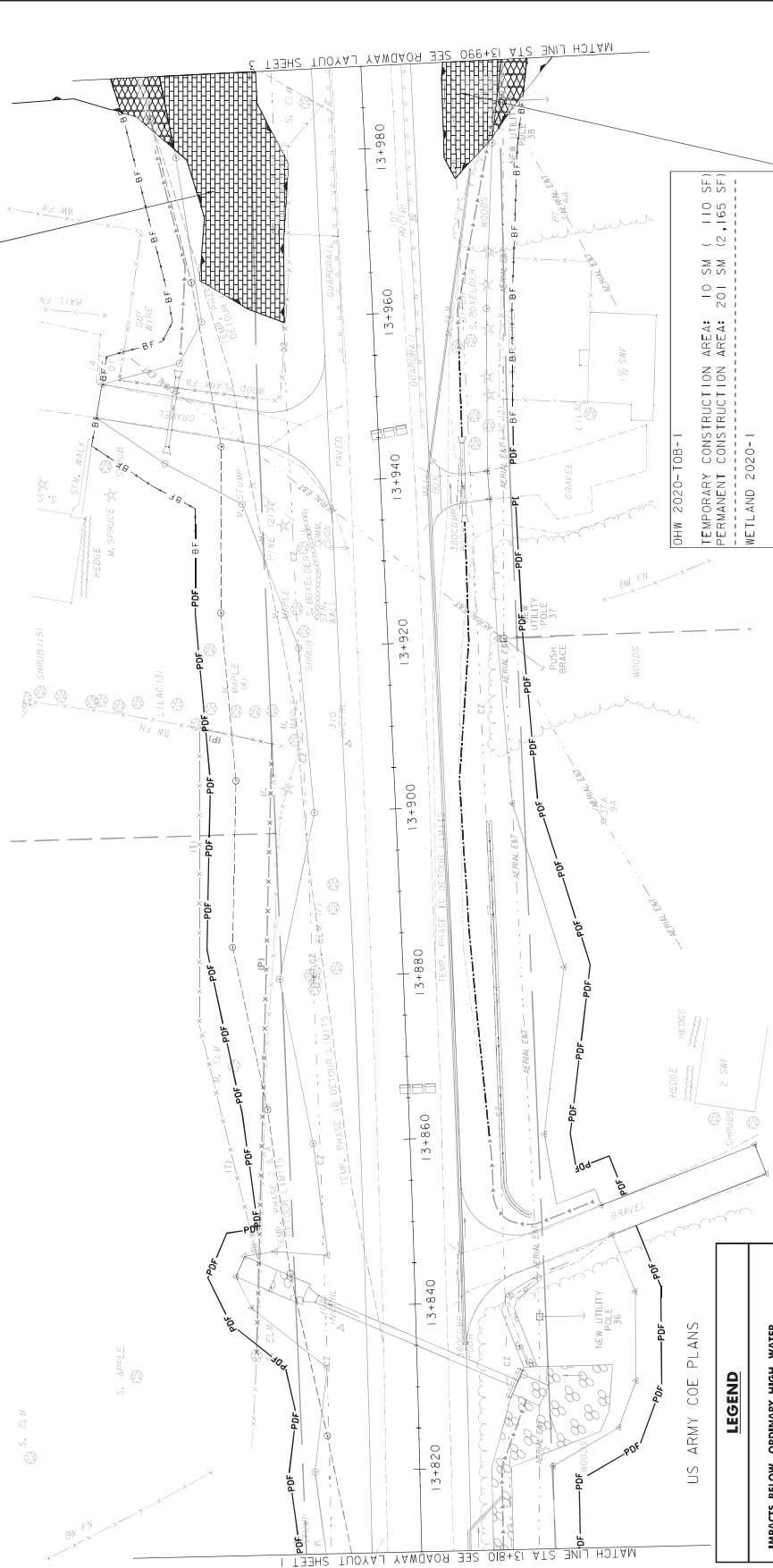


PROJECT NAME: PITTSFORD-BRANDON  
PROJECT NUMBER: NH 019-3(494)  
FILE NAME: 2024R6\_coe\_pln-dgn  
PLOT DATE: 4/16/2025  
PROJECT LEADER: K. UPVAL  
DRAWN BY: C. LEACH  
DESIGNED BY: C. LEACH  
CHECKED BY: S. ZWICK  
ROADWAY LAYOUT SHEET 1  
SHEET 19 OF 62

MATCH LINE STA 13+810 SEE ROADWAY LAYOUT SHEET 2



OHW 2020-10B-1  
 TEMPORARY CONSTRUCTION AREA: 10 SM ( 110 SF)  
 PERMANENT CONSTRUCTION AREA: 201 SM (2,165 SF)  
 WETLAND 2020-100  
 TEMPORARY IMPACT AREA: 291 SM ( 3,130 SF)  
 PERMANENT IMPACT AREA: 933 SM (10,040 SF)



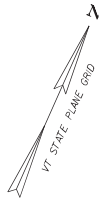
OHW 2020-10B-1  
 TEMPORARY CONSTRUCTION AREA: 10 SM ( 110 SF)  
 PERMANENT CONSTRUCTION AREA: 201 SM (2,165 SF)  
 WETLAND 2020-1  
 TEMPORARY IMPACT AREA: 114 SM (1,230 SF)  
 PERMANENT IMPACT AREA: 291 SM (3,130 SF)

LEGEND	
	IMPACTS BELOW ORDINARY HIGH WATER
	TEMPORARY CONSTRUCTION AREA
	PROJECT TOTAL (27 SM) (295 SF)
	PERMANENT CONSTRUCTION AREA
	PROJECT TOTAL (296 SM) (3,190 SF)
	WETLAND IMPACTS
	TEMPORARY IMPACT AREA
	PROJECT TOTAL (2,167 SM) (23,330 SF)
	PERMANENT IMPACT AREA
	PROJECT TOTAL (2,628 SM) (28,290 SF)



NOTE  
 IMPACTS ARE CLIPPED TO THE  
 EXISTING ROADWAY PRISM.

PROJECT NAME: PITTSFORD-BRANDON  
 PROJECT NUMBER: NH 019-3(494)  
 FILE NAME: z02019b\_coe01.bdr.dgn  
 DRAWN BY: C. LEACH  
 DESIGNED BY: C. LEACH  
 CHECKED BY: S. ZWICK  
 SHEET 20 OF 62  
 PLOT DATE: 4/16/2025



0HW 2020-TOB-1  
 TEMPORARY CONSTRUCTION AREA: 10 SM ( 110 SF)  
 PERMANENT CONSTRUCTION AREA: 201 SM (2,165 SF)  
 WETLAND 2020-100  
 TEMPORARY IMPACT AREA: 291 SM ( 3,130 SF)  
 PERMANENT IMPACT AREA: 933 SM (10,040 SF)

STA 14+022.779  
 END BRIDGE #110  
 RESUME ROADWAY

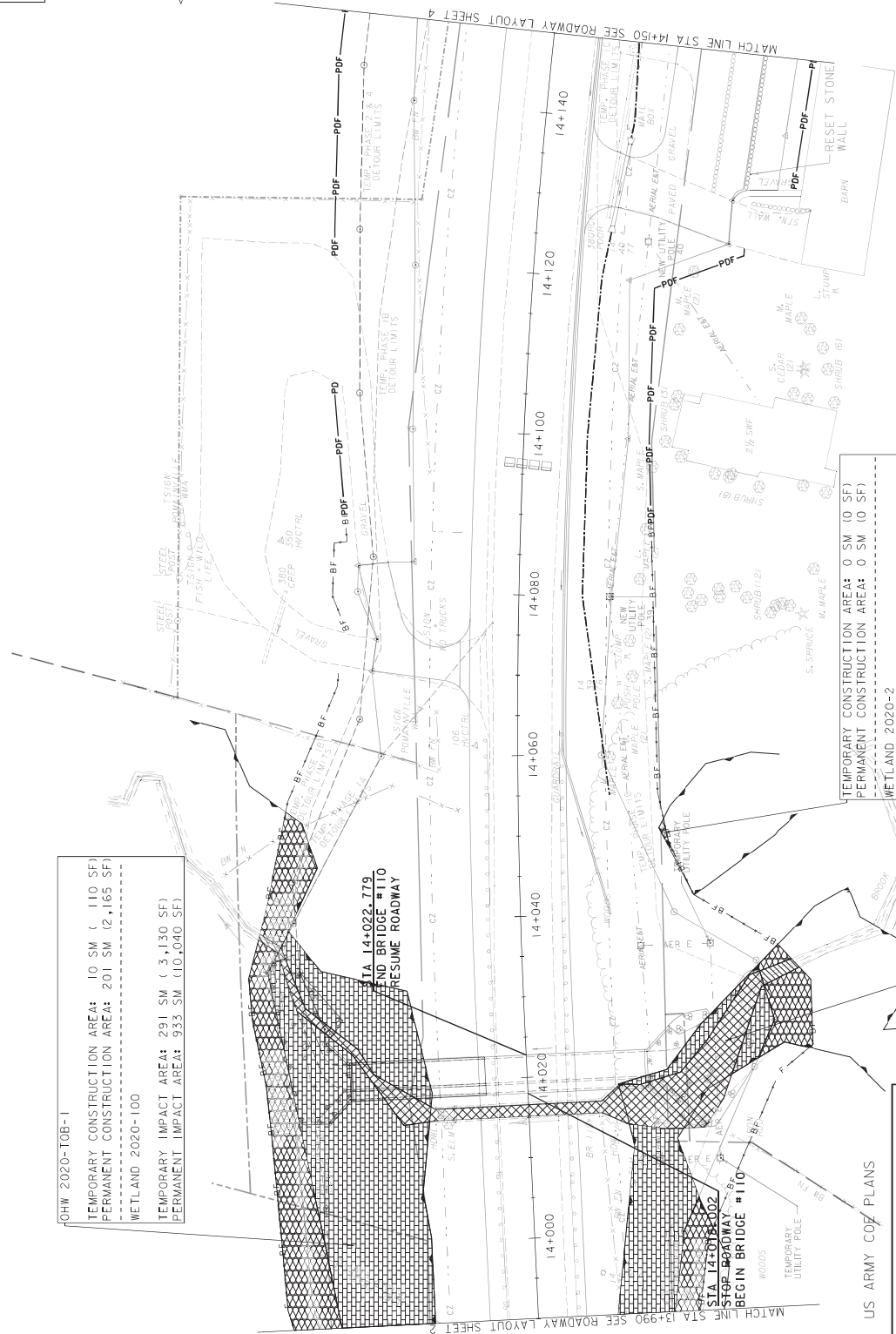
STA 14+078.002  
 STOP ROADWAY  
 BEGIN BRIDGE #110

US ARMY CO/2 PLANS

LEGEND	
	IMPACTS BELOW ORDINARY HIGH WATER
	TEMPORARY CONSTRUCTION AREA
	PERMANENT CONSTRUCTION AREA
	WETLAND IMPACTS
	TEMPORARY IMPACT AREA
	PERMANENT IMPACT AREA
	PROJECT TOTAL (27 SM) (295 SF)
	PROJECT TOTAL (296 SM) (3,190 SF)
	PROJECT TOTAL (2,167 SM) (23,330 SF)
	PROJECT TOTAL (2,628 SM) (28,290 SF)

0HW 2020-TOB-1  
 TEMPORARY CONSTRUCTION AREA: 10 SM ( 110 SF)  
 PERMANENT CONSTRUCTION AREA: 201 SM (2,165 SF)  
 WETLAND 2020-1  
 TEMPORARY IMPACT AREA: 114 SM (1,230 SF)  
 PERMANENT IMPACT AREA: 291 SM (3,130 SF)

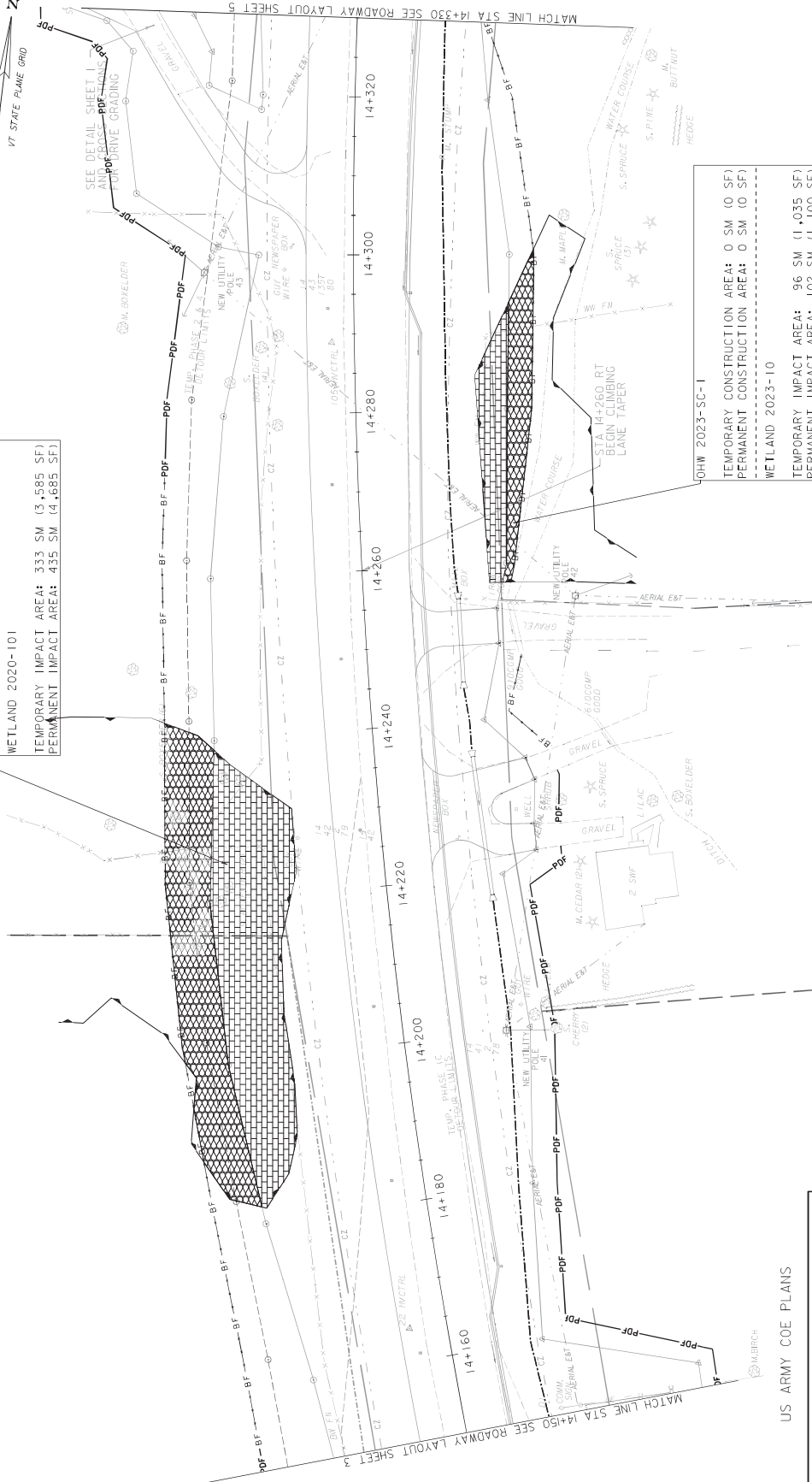
WETLAND 2020-2  
 TEMPORARY CONSTRUCTION AREA: 0 SM ( 0 SF)  
 PERMANENT CONSTRUCTION AREA: 0 SM ( 0 SF)  
 TEMPORARY IMPACT AREA: 2 SM (20 SF)  
 PERMANENT IMPACT AREA: 0 SM ( 0 SF)



NOTE  
 IMPACTS ARE CLIPPED TO THE  
 EXISTING ROADWAY PRISM.



TEMPORARY CONSTRUCTION AREA: 0 SM (0 SF)  
 PERMANENT CONSTRUCTION AREA: 0 SM (0 SF)  
 WETLAND 2020-101  
 TEMPORARY IMPACT AREA: 333 SM (3,585 SF)  
 PERMANENT IMPACT AREA: 435 SM (4,685 SF)



OHW 2023-SC-1  
 TEMPORARY CONSTRUCTION AREA: 0 SM (0 SF)  
 PERMANENT CONSTRUCTION AREA: 0 SM (0 SF)  
 WETLAND 2023-10  
 TEMPORARY IMPACT AREA: 96 SM (1,035 SF)  
 PERMANENT IMPACT AREA: 102 SM (1,100 SF)

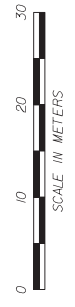
US ARMY COE PLANS

LEGEND	
IMPACTS BELOW ORDINARY HIGH WATER	
TEMPORARY CONSTRUCTION AREA	[Cross-hatch pattern]
PROJECT TOTAL (27 SM) (295 SF)	
PERMANENT CONSTRUCTION AREA	[Grid pattern]
PROJECT TOTAL (296 SM) (3,190 SF)	
WETLAND IMPACTS	
TEMPORARY IMPACT AREA	[Diagonal hatching]
PROJECT TOTAL (2,167 SM) (23,330 SF)	
PERMANENT IMPACT AREA	[Cross-hatch pattern]
PROJECT TOTAL (2,628 SM) (28,290 SF)	

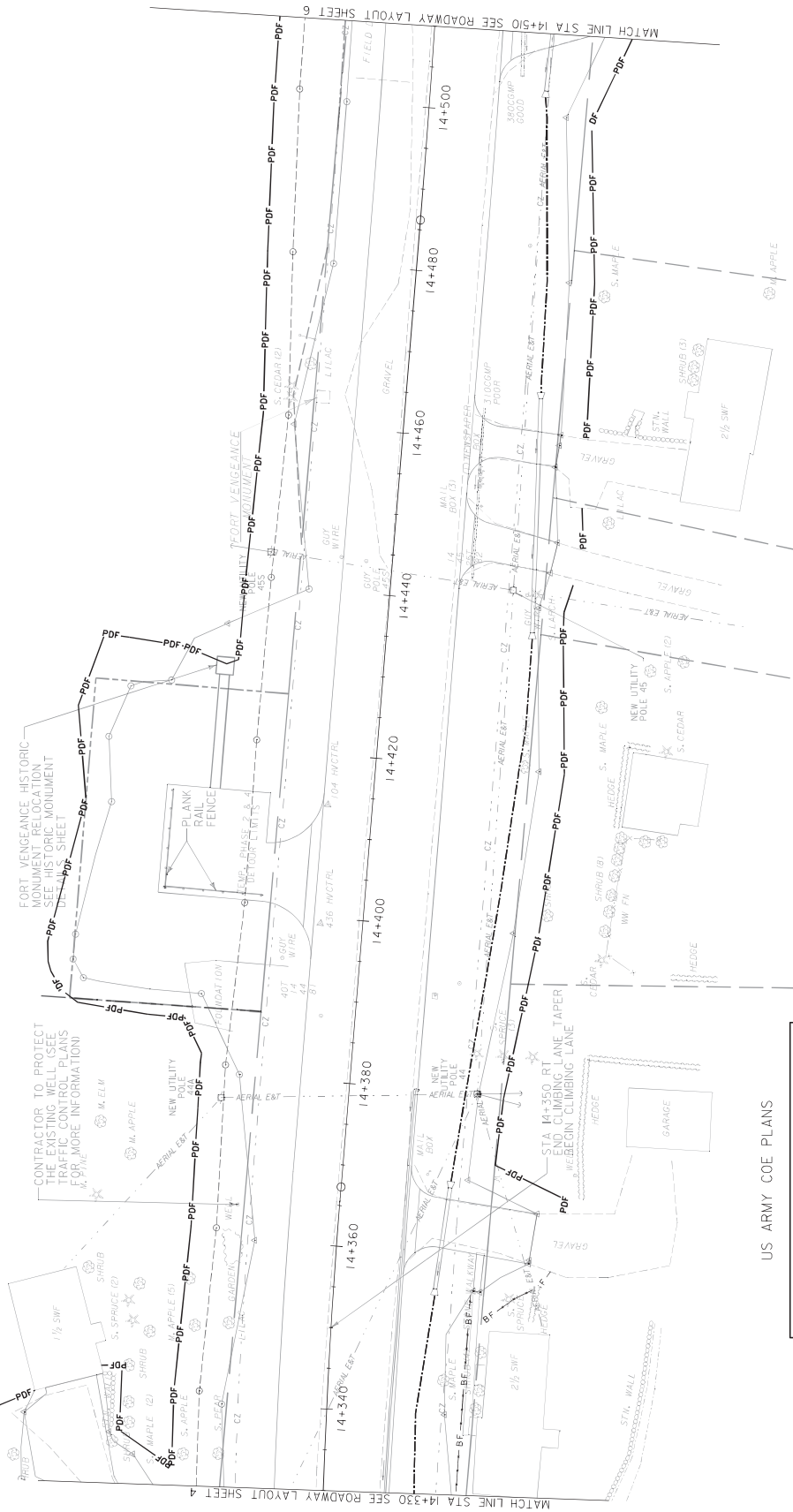
NOTE  
 IMPACTS ARE CLIPPED TO THE  
 EXISTING ROADWAY PRISM.

PROJECT NAME: PITTSFORD-BRANDON  
 PROJECT NUMBER: NH 019-3(494)

FILE NAME: 2020198.coe06.bdr.dgn  
 PLOT DATE: 4/16/2025  
 DRAWN BY: C. LEACH  
 DESIGNED BY: C. LEACH  
 CHECKED BY: S. ZWICK  
 SHEET 22 OF 62  
 ROADWAY LAYOUT SHEET 4



SCALE IN METERS



**LEGEND**

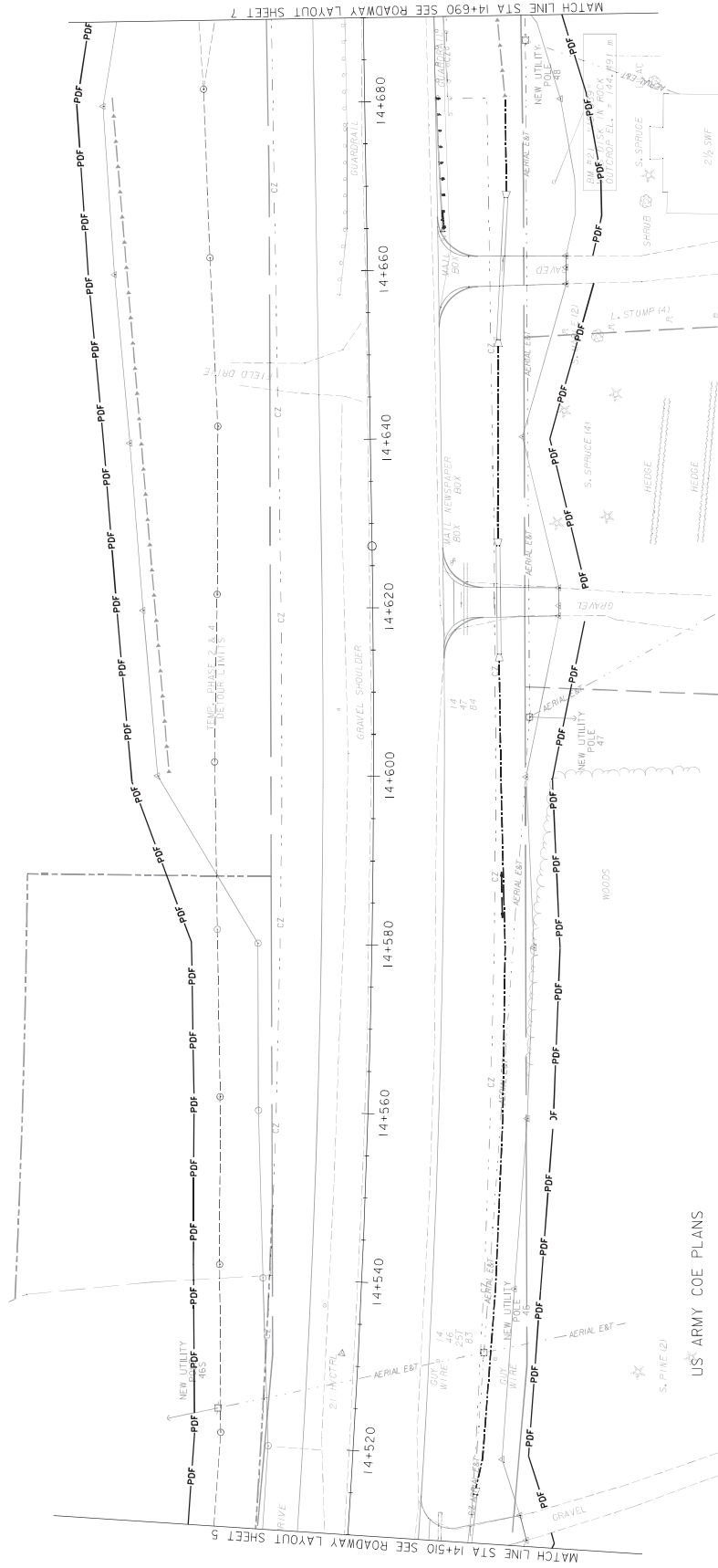
	IMPACTS BELOW ORDINARY HIGH WATER
	TEMPORARY CONSTRUCTION AREA PROJECT TOTAL (27 SM) (295 SF)
	PERMANENT CONSTRUCTION AREA PROJECT TOTAL (296 SM) (3,190 SF)
	WETLAND IMPACTS
	TEMPORARY IMPACT AREA PROJECT TOTAL (2,167 SM) (23,330 SF)
	PERMANENT IMPACT AREA PROJECT TOTAL (2,628 SM) (28,290 SF)

US ARMY COE PLANS



NOTE  
IMPACTS ARE CLIPPED TO THE  
EXISTING ROADWAY PRISM.

PROJECT NAME: PITTSFORD-BRANDON  
PROJECT NUMBER: NH 019-3(494)  
FILE NAME: 2022098.coe06.bdr.dgn  
PLOT DATE: 4/16/2025  
DRAWN BY: C. LEACH  
DESIGNED BY: C. LEACH  
CHECKED BY: S. ZWICK  
SHEET 23 OF 62  
ROADWAY LAYOUT SHEET 5

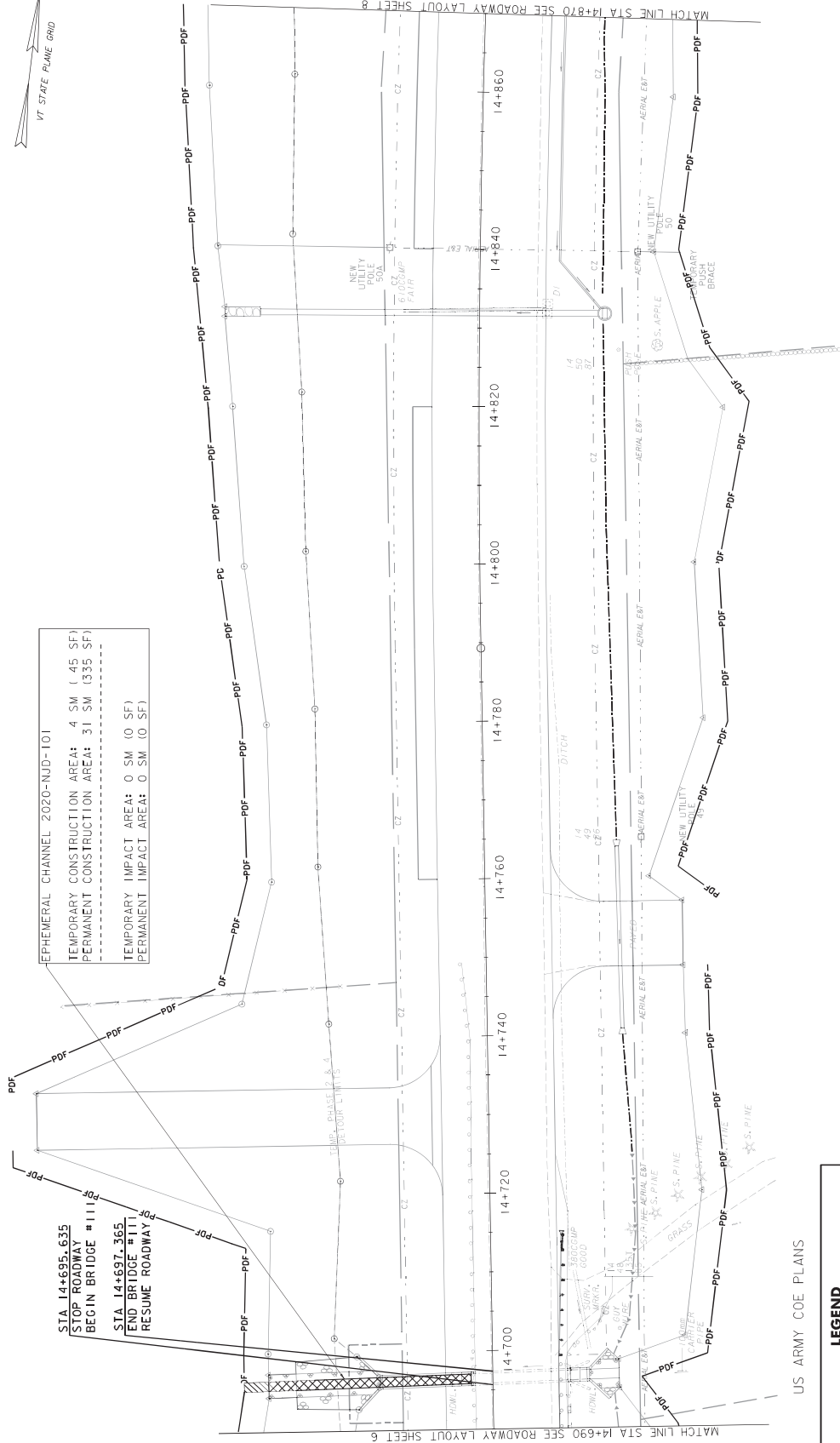


LEGEND	
	IMPACTS BELOW ORDINARY HIGH WATER
	TEMPORARY CONSTRUCTION AREA PROJECT TOTAL (27 SM) (295 SF)
	PERMANENT CONSTRUCTION AREA PROJECT TOTAL (296 SM) (3,190 SF)
	WETLAND IMPACTS
	TEMPORARY IMPACT AREA PROJECT TOTAL (2,167 SM) (23,330 SF)
	PERMANENT IMPACT AREA PROJECT TOTAL (2,628 SM) (28,290 SF)

NOTE  
IMPACTS ARE CLIPPED TO THE  
EXISTING ROADWAY PRISM.



PROJECT NAME: PITTSFORD-BRANDON  
 PROJECT NUMBER: NH 019-3(494)  
 FILE NAME: 2020198.ccoo6.bdr.dgn  
 PLOT DATE: 4/16/2025  
 DRAWN BY: C. LEACH  
 DESIGNED BY: C. LEACH  
 CHECKED BY: S. ZWICK  
 ROADWAY LAYOUT SHEET 6  
 SHEET 24 OF 62



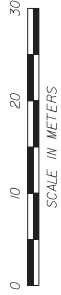
EPHEMERAL CHANNEL 2020-NUD-101
TEMPORARY CONSTRUCTION AREA: 4 SM ( 45 SF)
PERMANENT CONSTRUCTION AREA: 31 SM (335 SF)
TEMPORARY IMPACT AREA: 0 SM (0 SF)
PERMANENT IMPACT AREA: 0 SM (0 SF)

STA 14+695.635  
STOP ROADWAY  
BEGIN BRIDGE #1111

STA 14+697.365  
END BRIDGE #1111  
RESUME ROADWAY

LEGEND	
[Hatched pattern]	IMPACTS BELOW ORDINARY HIGH WATER
[Cross-hatched pattern]	TEMPORARY CONSTRUCTION AREA
[Solid black]	PROJECT TOTAL (27 SM) (295 SF)
[Dotted pattern]	PERMANENT CONSTRUCTION AREA
[Solid black]	PROJECT TOTAL (296 SM) (3,190 SF)
[Diagonal lines]	WETLAND IMPACTS
[Diagonal lines]	TEMPORARY IMPACT AREA
[Solid black]	PROJECT TOTAL (2,167 SM) (23,330 SF)
[Diagonal lines]	PERMANENT IMPACT AREA
[Solid black]	PROJECT TOTAL (2,628 SM) (28,290 SF)

US ARMY COE PLANS

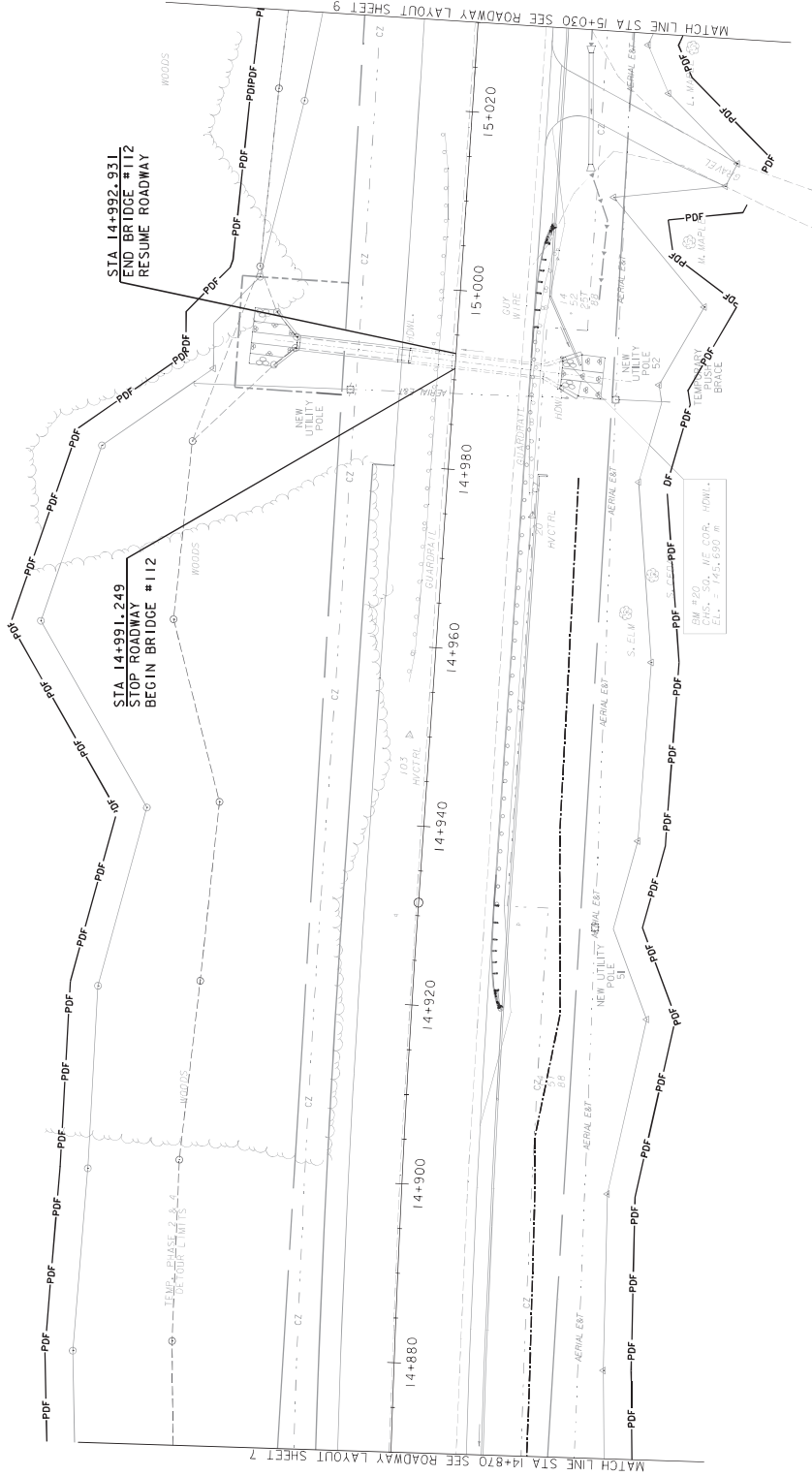


NOTE  
IMPACTS ARE CLIPPED TO THE  
EXISTING ROADWAY PRISM.

PROJECT NAME: PITTSFORD-BRANDON  
PROJECT NUMBER: NH 019-3(494)

FILE NAME: 202009B.coe06.bdr.dgn  
DRAWN BY: C. LEACH  
DESIGNED BY: C. LEACH  
CHECKED BY: S. ZWICK  
SHEET 25 OF 62

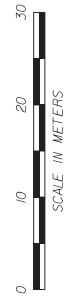
PLOT DATE: 4/16/2025  
DRAWN BY: C. LEACH  
CHECKED BY: S. ZWICK  
SHEET 25 OF 62



US ARMY COE PLANS

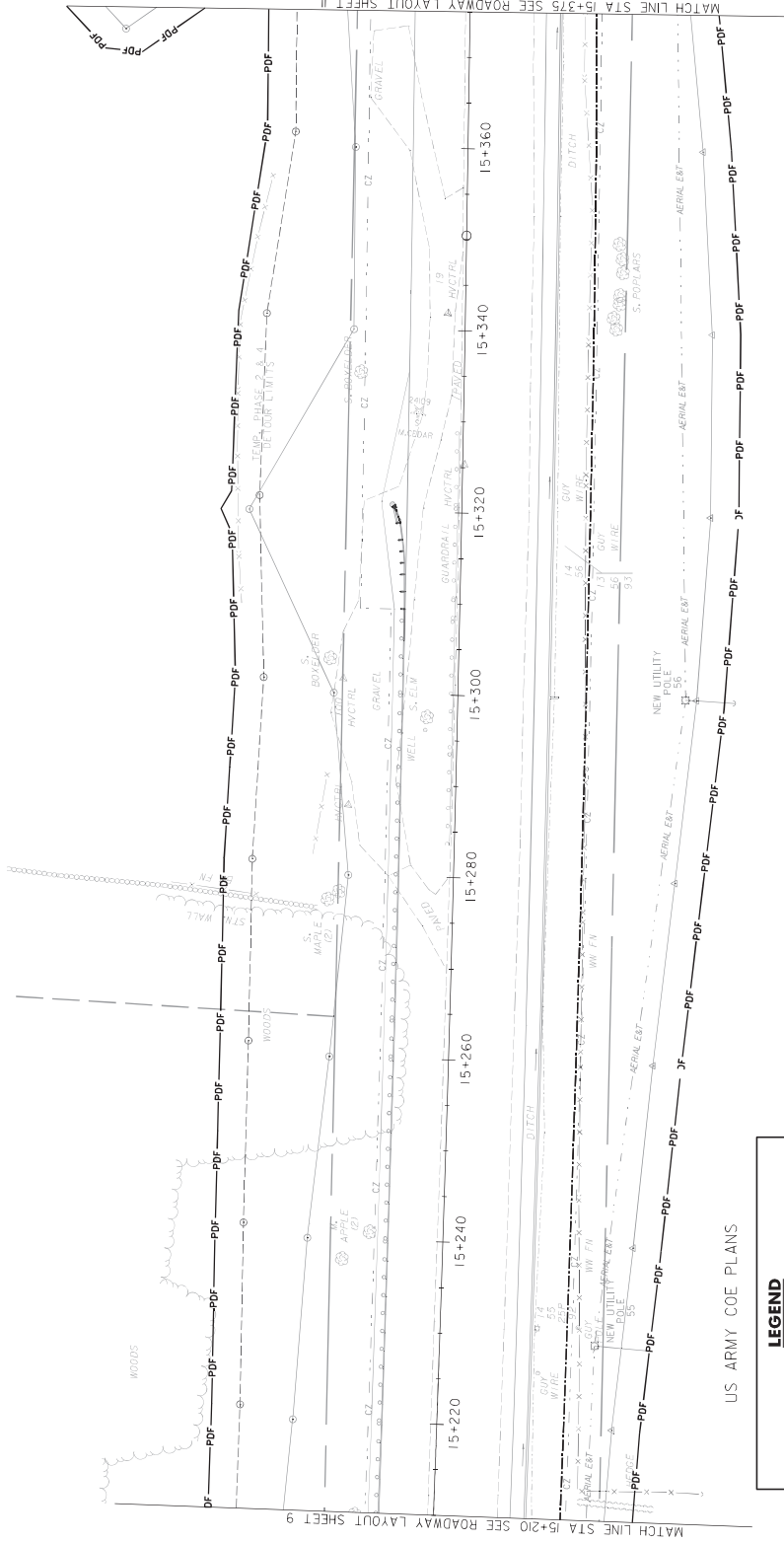
LEGEND	
IMPACTS BELOW	ORDINARY HIGH WATER
TEMPORARY CONSTRUCTION AREA	PROJECT TOTAL (27 SM) (295 SF)
PERMANENT CONSTRUCTION AREA	PROJECT TOTAL (296 SM) (3,190 SF)
WETLAND IMPACTS	
TEMPORARY IMPACT AREA	PROJECT TOTAL (2,167 SM) (23,330 SF)
PERMANENT IMPACT AREA	PROJECT TOTAL (2,628 SM) (28,290 SF)

NOTE  
IMPACTS ARE CLIPPED TO THE  
EXISTING ROADWAY PRISM.



PROJECT NAME: PITTSFORD-BRANDON  
 PROJECT NUMBER: NH 019-3(494)  
 FILE NAME: z02098.cco06.bdr.dgn  
 PLOT DATE: 4/16/2025  
 PROJECT LEADER: K. UPVAL  
 DRAWN BY: C. LEACH  
 DESIGNED BY: C. LEACH  
 CHECKED BY: S. ZWICK  
 ROADWAY LAYOUT SHEET 8  
 SHEET 26 OF 62





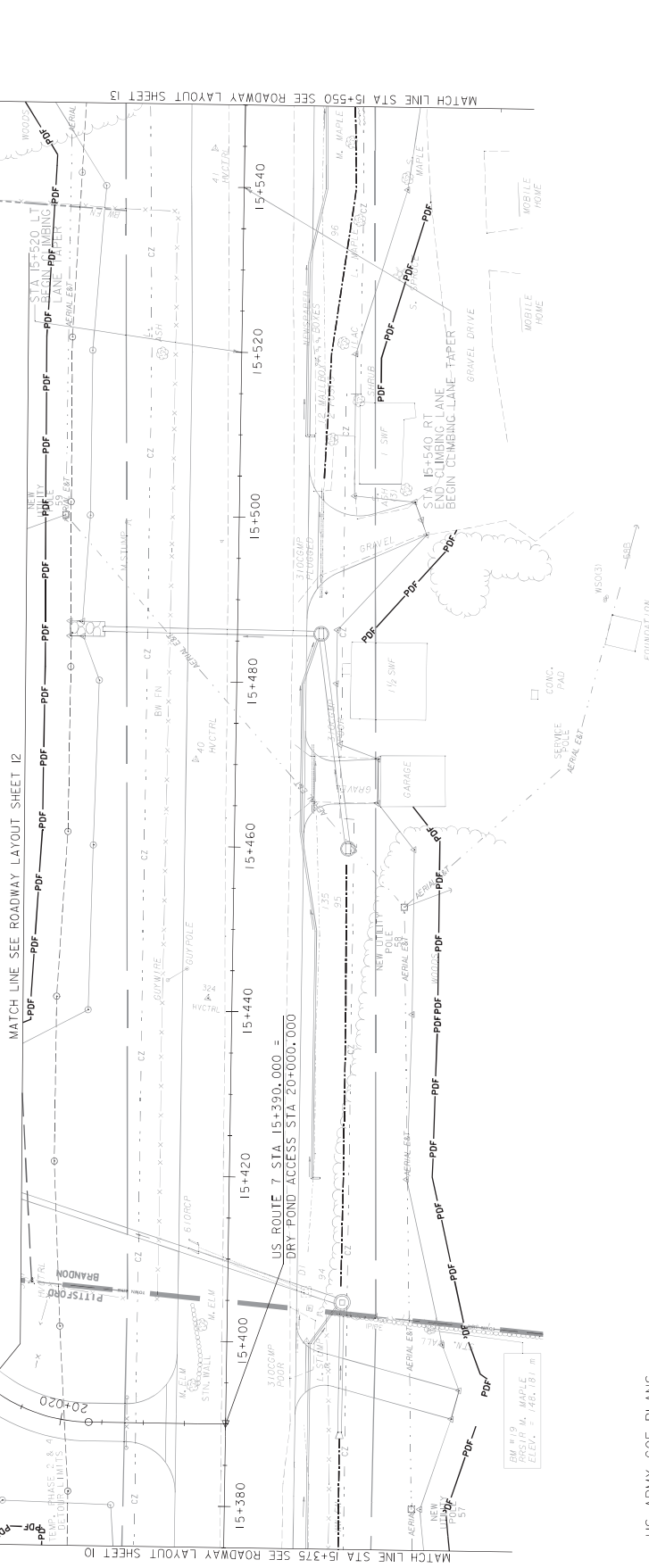
US ARMY COE PLANS

LEGEND	
[Hatched pattern]	IMPACTS BELOW ORDINARY HIGH WATER
[Diagonal lines]	TEMPORARY CONSTRUCTION AREA
[Cross-hatched]	PERMANENT CONSTRUCTION AREA
[Grid pattern]	WETLAND IMPACTS
[Dotted pattern]	TEMPORARY IMPACT AREA
[Solid black]	PERMANENT IMPACT AREA

NOTE  
IMPACTS ARE CLIPPED TO THE  
EXISTING ROADWAY PRISM.



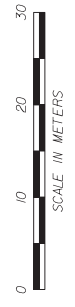
PROJECT NAME: PITTSFORD-BRANDON  
PROJECT NUMBER: NH 019-3(494)  
FILE NAME: z02098.cco06.bdr.dgn  
PLOT DATE: 4/16/2025  
PROJECT LEADER: K. UPVAL  
DRAWN BY: C. LEACH  
DESIGNED BY: C. LEACH  
CHECKED BY: S. ZWICK  
SHEET 28 OF 62  
ROADWAY LAYOUT SHEET 10



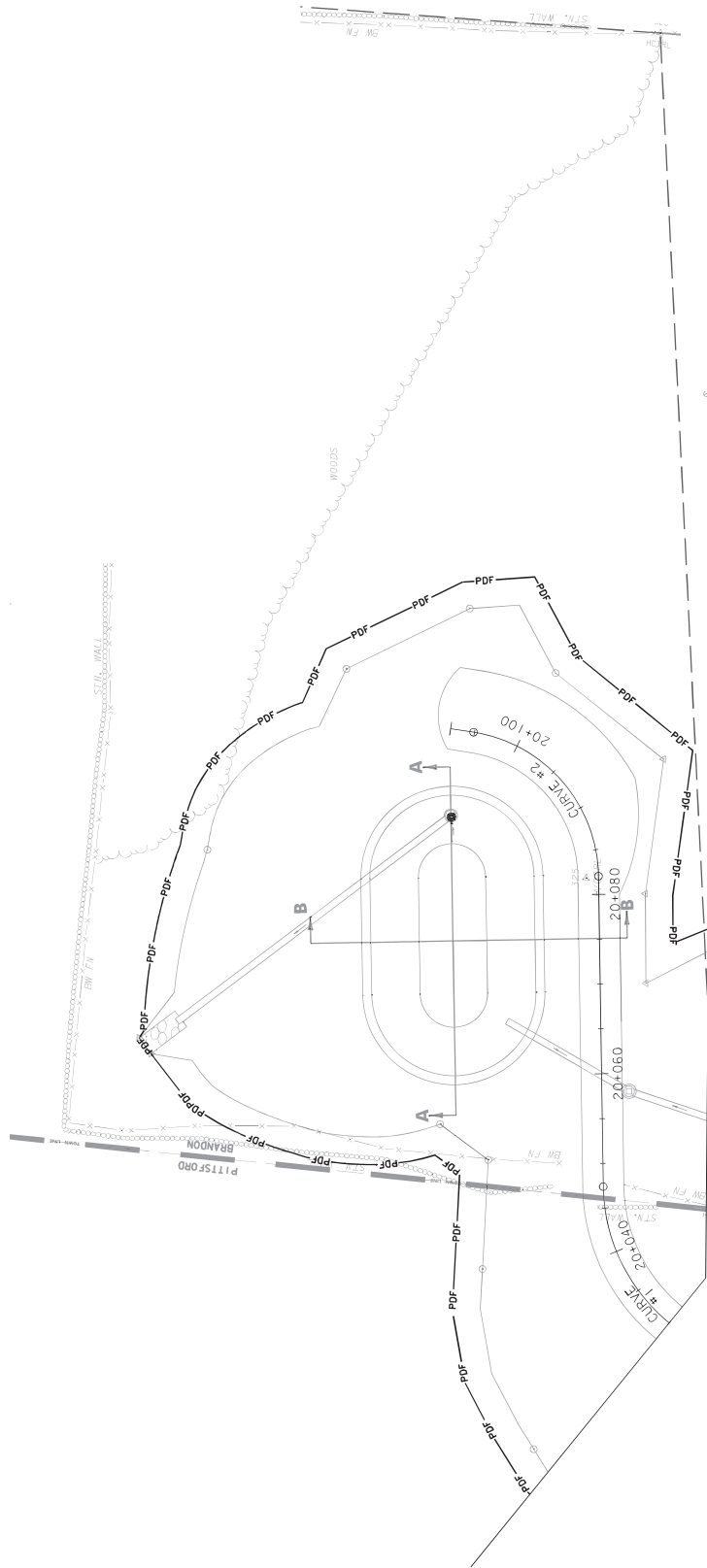
US ARMY COE PLANS

LEGEND	
IMPACTS BELOW	ORDINARY HIGH WATER
TEMPORARY CONSTRUCTION AREA	PROJECT TOTAL (27 SM) (295 SF)
PERMANENT CONSTRUCTION AREA	PROJECT TOTAL (296 SM) (3,190 SF)
WETLAND IMPACTS	
TEMPORARY IMPACT AREA	PROJECT TOTAL (2,167 SM) (23,330 SF)
PERMANENT IMPACT AREA	PROJECT TOTAL (2,628 SM) (28,290 SF)

NOTE  
IMPACTS ARE CLIPPED TO THE  
EXISTING ROADWAY PRISM.



PROJECT NAME: PITTSFORD-BRANDON  
 PROJECT NUMBER: NH 019-3(494)  
 FILE NAME: 2020098.ccoo.bdr.dgn  
 PLOT DATE: 4/16/2025  
 PROJECT LEADER: K. UPWAL  
 DRAWN BY: C. LEACH  
 DESIGNED BY: C. LEACH  
 CHECKED BY: S. ZWICK  
 ROADWAY LAYOUT SHEET II  
 SHEET 29 OF 62



MATCH LINE SEE ROADWAY LAYOUT SHEET II

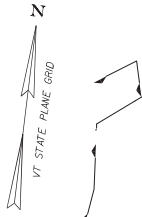
US ARMY COE PLANS

LEGEND	
IMPACTS BELOW ORDINARY HIGH WATER	
TEMPORARY CONSTRUCTION AREA	
PROJECT TOTAL (27 SM) (295 SF)	
PERMANENT CONSTRUCTION AREA	
PROJECT TOTAL (296 SM) (3,190 SF)	
WETLAND IMPACTS	
TEMPORARY IMPACT AREA	
PROJECT TOTAL (2,167 SM) (23,330 SF)	
PERMANENT IMPACT AREA	
PROJECT TOTAL (2,628 SM) (28,290 SF)	

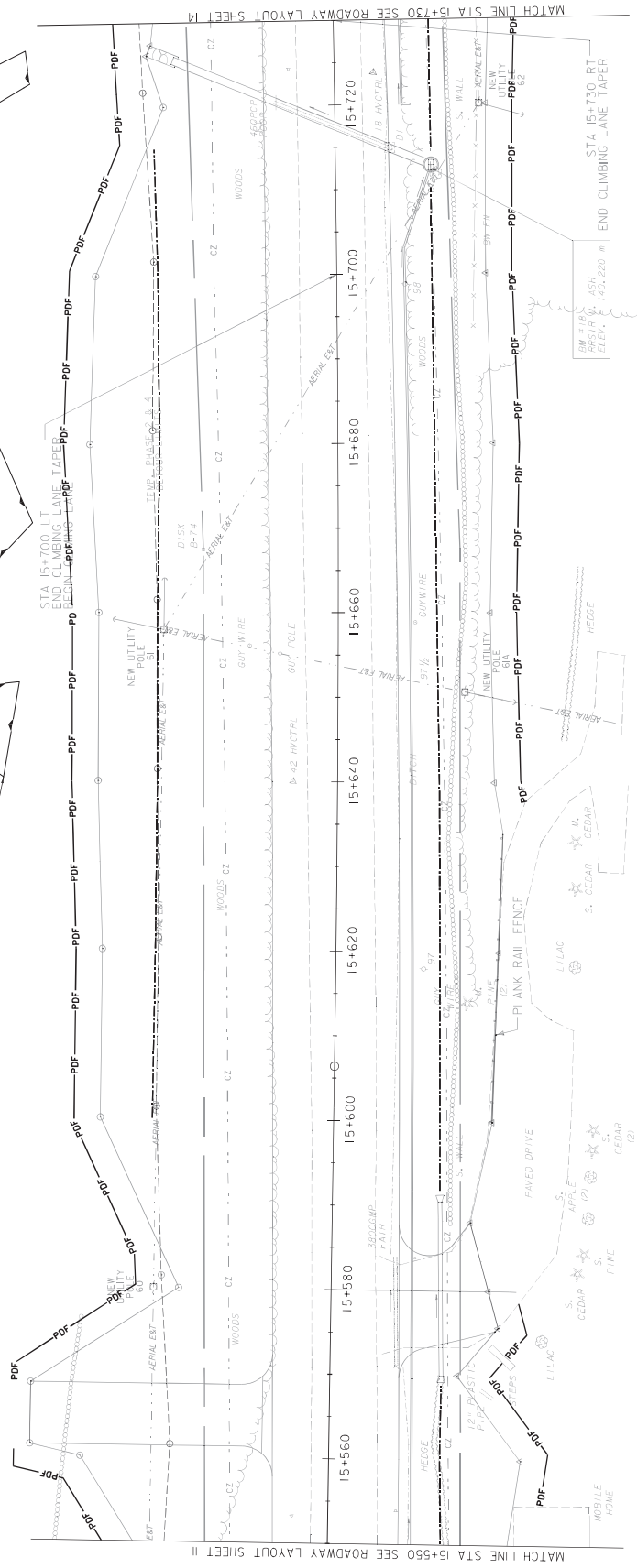
NOTE  
IMPACTS ARE CLIPPED TO THE  
EXISTING ROADWAY PRISM.



PROJECT NAME:	PITTSFORD-BRANDON
PROJECT NUMBER:	NH 019-3(494)
FILE NAME:	2020198.coe06.bdr.dgn
PLOT DATE:	4/16/2025
DRAWN BY:	SQUAD B
CHECKED BY:	SQUAD B
DESIGNED BY:	SQUAD B
ROADWAY LAYOUT SHEET #	30 OF 62



TEMPORARY CONSTRUCTION AREA: 0 SM (0 SF)  
 PERMANENT CONSTRUCTION AREA: 0 SM (0 SF)  
 WETLAND 2023-3  
 TEMPORARY IMPACT AREA: 0 SM (0 SF)  
 PERMANENT IMPACT AREA: 0 SM (0 SF)



MATCH LINE STA 15+550 SEE ROADWAY LAYOUT SHEET II

MATCH LINE STA 15+730 SEE ROADWAY LAYOUT SHEET 14

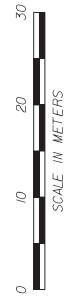
US ARMY COE PLANS

LEGEND	
IMPACTS BELOW	ORDINARY HIGH WATER
TEMPORARY CONSTRUCTION AREA	PROJECT TOTAL (27 SM) (295 SF)
PERMANENT CONSTRUCTION AREA	PROJECT TOTAL (296 SM) (3,190 SF)
WETLAND IMPACTS	TEMPORARY IMPACT AREA (23,330 SF)
PROJECT TOTAL (2,167 SM) (23,330 SF)	PERMANENT IMPACT AREA (2,628 SM) (28,290 SF)
PROJECT TOTAL (2,628 SM) (28,290 SF)	

NOTE  
 IMPACTS ARE CLIPPED TO THE  
 EXISTING ROADWAY PRISM.

PROJECT NAME: PITTSFORD-BRANDON  
 PROJECT NUMBER: NH 019-3(494)

FILE NAME: 2020198.ccoe.bdr.dgn  
 PLOT DATE: 4/16/2025  
 PROJECT LEADER: K. UPVAL  
 DESIGNED BY: C. LEACH  
 CHECKED BY: S. ZWICK  
 ROADWAY LAYOUT SHEET B  
 SHEET 31 OF 62

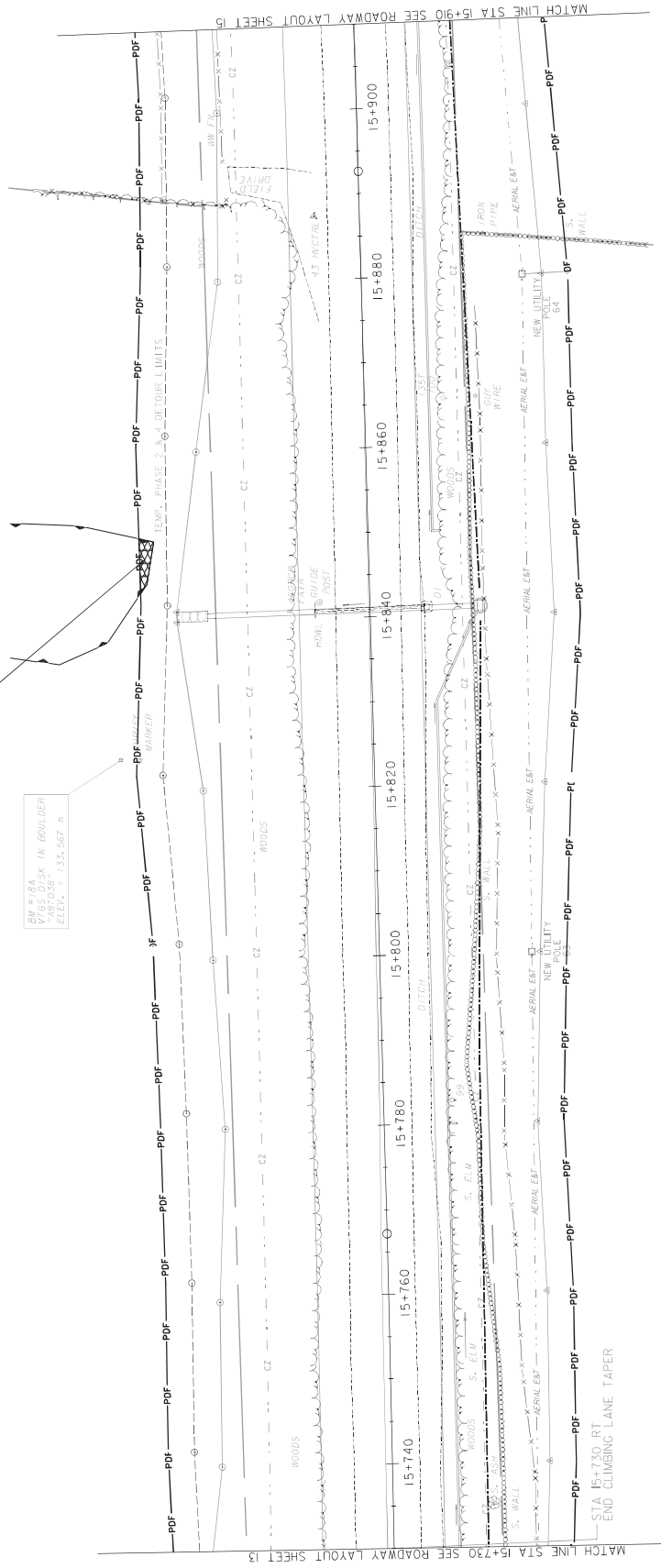


SCALE IN METERS



TEMPORARY CONSTRUCTION AREA: 0 SM (0 SF)  
 PERMANENT CONSTRUCTION AREA: 0 SM (0 SF)  
 WETLAND 2023-2  
 TEMPORARY IMPACT AREA: 7 SM (75 SF)  
 PERMANENT IMPACT AREA: 0 SM (0 SF)

5M SIBY SINK IN BOULDER  
 497.038'  
 ELEV. = 133.567 m



STA 15+730 RT  
END CLIMBING LANE TAPER

US ARMY COE PLANS

LEGEND	
IMPACTS BELOW	ORDINARY HIGH WATER
TEMPORARY CONSTRUCTION AREA	
PROJECT TOTAL (27 SM) (295 SF)	
PERMANENT CONSTRUCTION AREA	
PROJECT TOTAL (296 SM) (3,190 SF)	
WETLAND IMPACTS	
TEMPORARY IMPACT AREA	
PROJECT TOTAL (2,167 SM) (23,330 SF)	
PERMANENT IMPACT AREA	
PROJECT TOTAL (2,628 SM) (28,290 SF)	

NOTE  
IMPACTS ARE CLIPPED TO THE  
EXISTING ROADWAY PRISM.



PROJECT NAME: PITTSFORD-BRANDON  
 PROJECT NUMBER: NH 019-3(494)

FILE NAME: 2020R8\_coe019bdr.dgn  
 PLOT DATE: 4/16/2025  
 PROJECT LEADER: K. UPVAL  
 DRAWN BY: C. LEACH  
 DESIGNED BY: C. LEACH  
 CHECKED BY: S. ZWICK  
 SHEET 32 OF 62

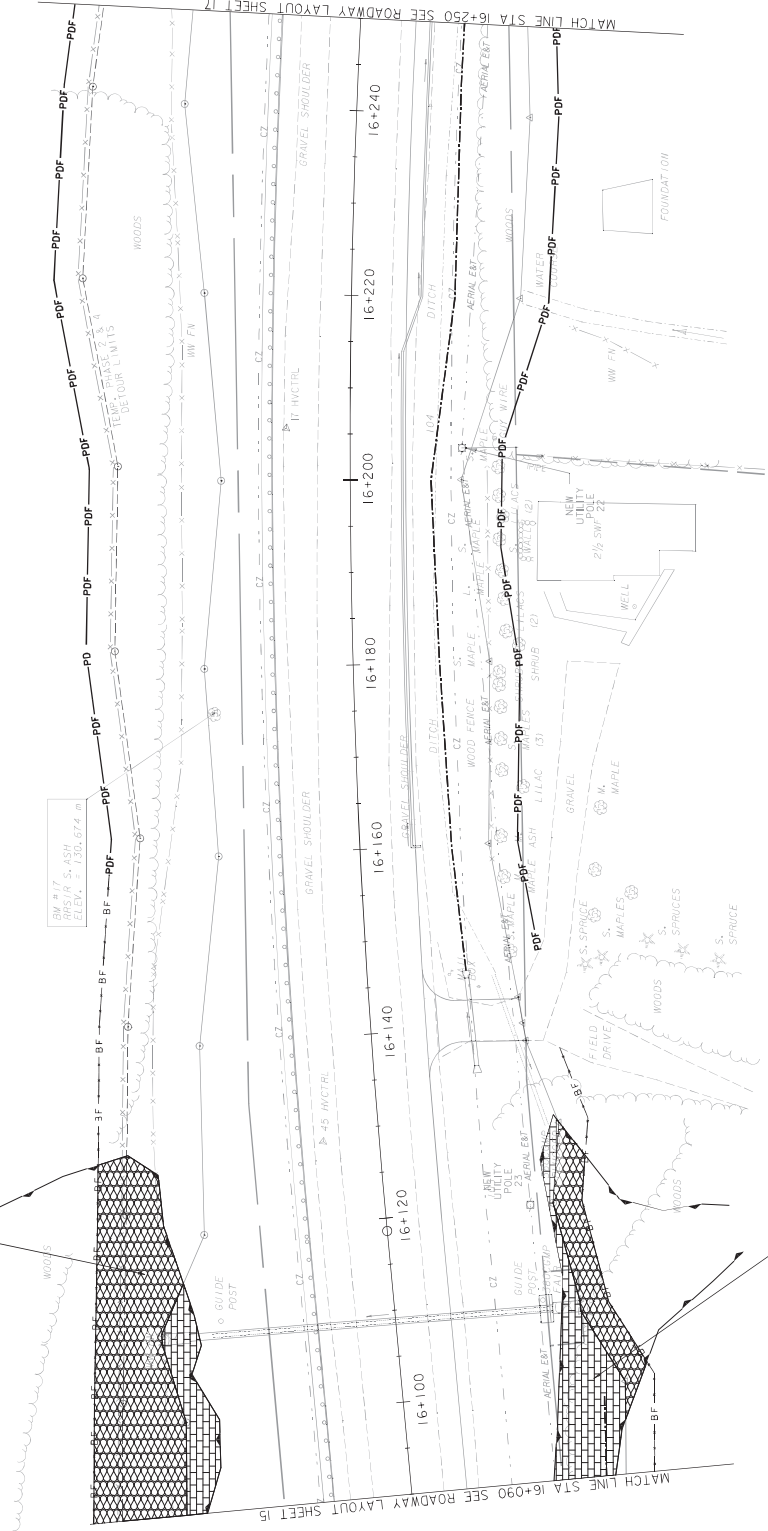
MATCH LINE STA 15+910 SEE ROADWAY LAYOUT SHEET 15  
 MATCH LINE STA 15+730 SEE ROADWAY LAYOUT SHEET 13





TEMPORARY CONSTRUCTION AREA: 0 SM (0 SF)  
 PERMANENT CONSTRUCTION AREA: 0 SM (0 SF)  
 WETLAND 2020-102  
 TEMPORARY IMPACT AREA: 724 SM (7,790 SF)  
 PERMANENT IMPACT AREA: 86 SM ( 930 SF)

SM #17  
 RMS/R S. ASH  
 ELEV. = 130.674 m

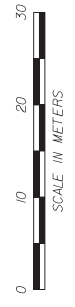


TEMPORARY CONSTRUCTION AREA: 0 SM (0 SF)  
 PERMANENT CONSTRUCTION AREA: 0 SM (0 SF)  
 WETLAND 2020-3  
 TEMPORARY IMPACT AREA: 203 SM (2,190 SF)  
 PERMANENT IMPACT AREA: 436 SM (4,690 SF)

US ARMY COE PLANS

LEGEND	
IMPACTS BELOW	ORDINARY HIGH WATER
TEMPORARY CONSTRUCTION AREA	PROJECT TOTAL (27 SM) (295 SF)
PERMANENT CONSTRUCTION AREA	PROJECT TOTAL (296 SM) (3,190 SF)
WETLAND IMPACTS	
TEMPORARY IMPACT AREA	PROJECT TOTAL (2,167 SM) (23,330 SF)
PERMANENT IMPACT AREA	PROJECT TOTAL (2,628 SM) (28,290 SF)

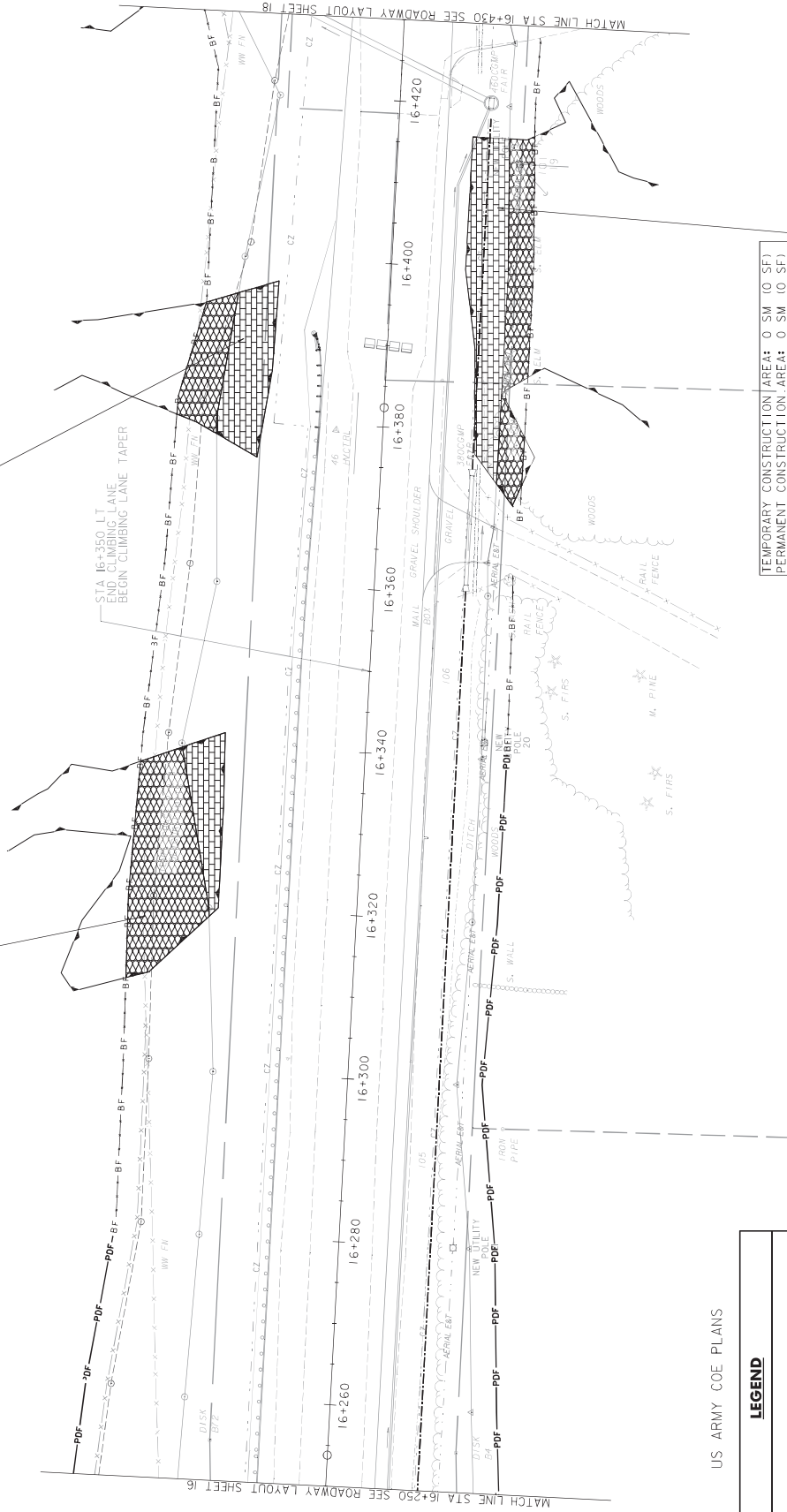
NOTE  
IMPACTS ARE CLIPPED TO THE  
EXISTING ROADWAY PRISM.





TEMPORARY CONSTRUCTION AREA: 0 SM (0 SF)  
 PERMANENT CONSTRUCTION AREA: 0 SM (0 SF)  
 WETLAND 2020-7  
 TEMPORARY IMPACT AREA: 198 SM (2,130 SF)  
 PERMANENT IMPACT AREA: 69 SM (745 SF)

TEMPORARY CONSTRUCTION AREA: 0 SM (0 SF)  
 PERMANENT CONSTRUCTION AREA: 0 SM (0 SF)  
 WETLAND 2020-6  
 TEMPORARY IMPACT AREA: 70 SM (755 SF)  
 PERMANENT IMPACT AREA: 107 SM (1,150 SF)



**LEGEND**

IMPACTS BELOW	ORDINARY HIGH WATER
TEMPORARY CONSTRUCTION AREA	[Hatched pattern]
PROJECT TOTAL (27 SM) (295 SF)	
PERMANENT CONSTRUCTION AREA	[Cross-hatched pattern]
PROJECT TOTAL (296 SM) (3,190 SF)	
WETLAND IMPACTS	
TEMPORARY IMPACT AREA	[Diagonal line pattern]
PROJECT TOTAL (2,167 SM) (23,330 SF)	
PERMANENT IMPACT AREA	[Grid pattern]
PROJECT TOTAL (2,628 SM) (28,290 SF)	

US ARMY COE PLANS

TEMPORARY CONSTRUCTION AREA: 0 SM (0 SF)  
 PERMANENT CONSTRUCTION AREA: 0 SM (0 SF)  
 WETLAND 2020-4  
 TEMPORARY IMPACT AREA: 124 SM (1,335 SF)  
 PERMANENT IMPACT AREA: 169 SM (1,820 SF)



NOTE  
 IMPACTS ARE CLIPPED TO THE  
 EXISTING ROADWAY PRISM.

PROJECT NAME: PITTSFORD-BRANDON  
 PROJECT NUMBER: NH 019-3(494)

FILE NAME: 2020098.cco06.bdr.dgn  
 PLOT DATE: 4/16/2025  
 PROJECT LEADER: K. UPVAL  
 DRAWN BY: C. LEACH  
 DESIGNED BY: C. LEACH  
 CHECKED BY: S. ZWICK  
 SHEET 35 OF 62  
 ROADWAY LAYOUT SHEET II

MATCH LINE STA 16+250 SEE ROADWAY LAYOUT SHEET 16

MATCH LINE STA 16+430 SEE ROADWAY LAYOUT SHEET 18



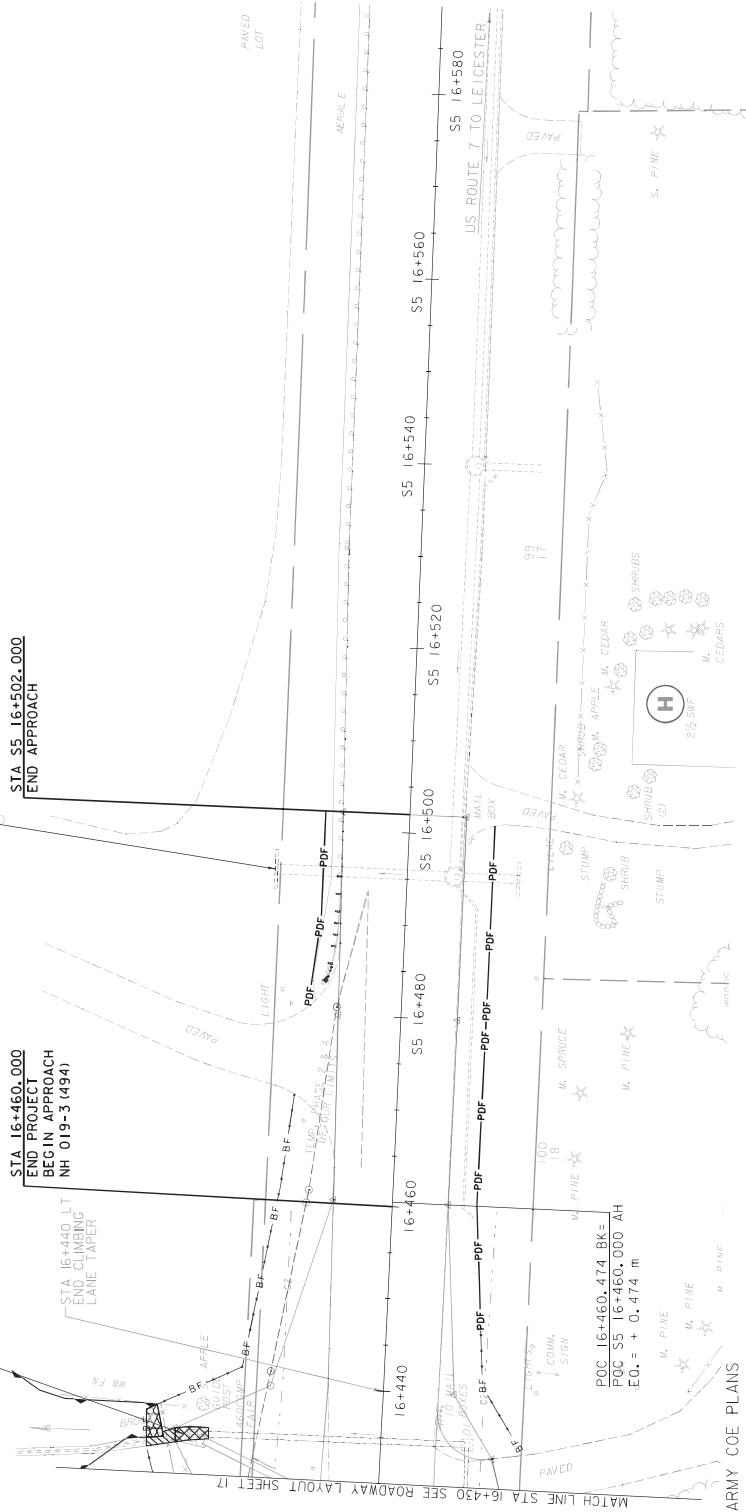
OHW 2020-SC-200  
 TEMPORARY CONSTRUCTION AREA: 0 SM (0 SF)  
 PERMANENT CONSTRUCTION AREA: 0 SM (0 SF)  
 TEMPORARY IMPACT AREA: 0 SM (0 SF)  
 PERMANENT IMPACT AREA: 0 SM (0 SF)

OHW 2020-SC-3  
 TEMPORARY CONSTRUCTION AREA: 3 SM (30 SF)  
 PERMANENT CONSTRUCTION AREA: 5 SM (55 SF)  
 WETLAND 2020-5  
 TEMPORARY IMPACT AREA: 5 SM (55 SF)  
 PERMANENT IMPACT AREA: 0 SM (0 SF)

STA S5 16+502.000  
 END APPROACH

STA 16+460.000  
 END PROJECT  
 BEGIN APPROACH  
 NH 019-3 (494)

STA 16+440.LT  
 END CLIMBING  
 LANE TAPER

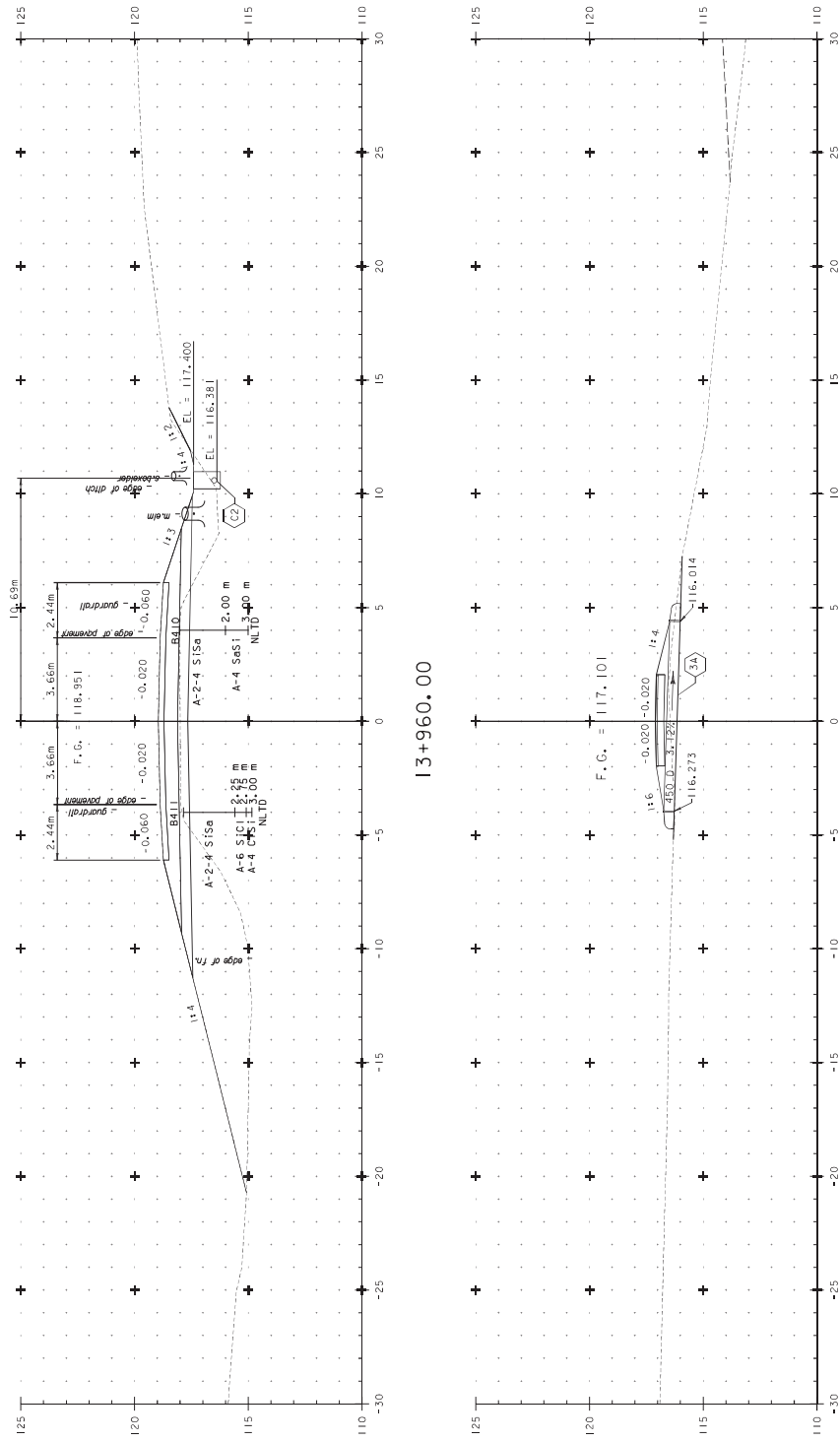


**LEGEND**

IMPACTS BELOW	ORDINARY HIGH WATER
TEMPORARY CONSTRUCTION AREA	PROJECT TOTAL (27 SM) (295 SF)
PERMANENT CONSTRUCTION AREA	PROJECT TOTAL (296 SM) (3,190 SF)
WETLAND IMPACTS	
TEMPORARY IMPACT AREA	PROJECT TOTAL (2,167 SM) (23,330 SF)
PERMANENT IMPACT AREA	PROJECT TOTAL (2,628 SM) (28,290 SF)

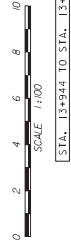
NOTE  
 IMPACTS ARE CLIPPED TO THE  
 EXISTING ROADWAY PRISM.



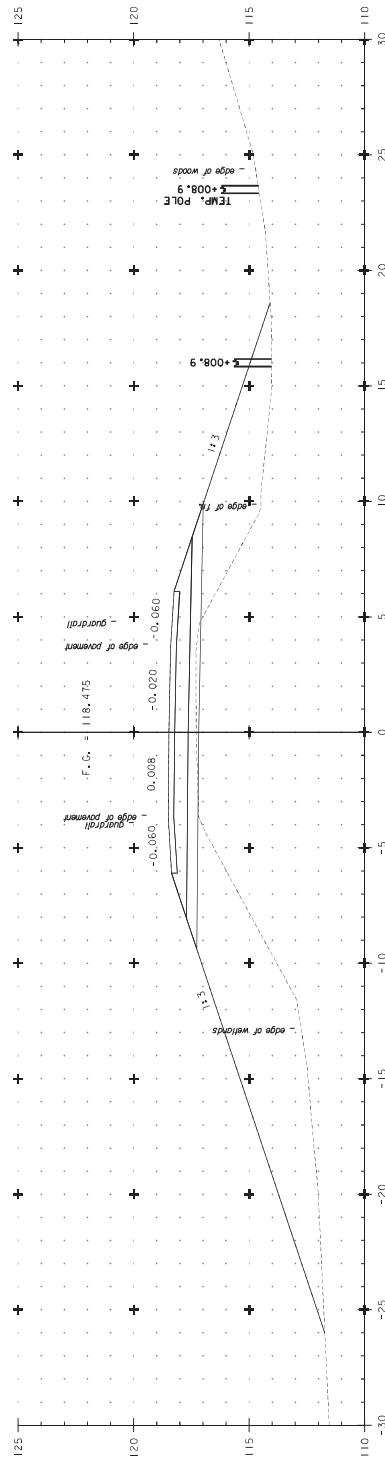


13+960.00

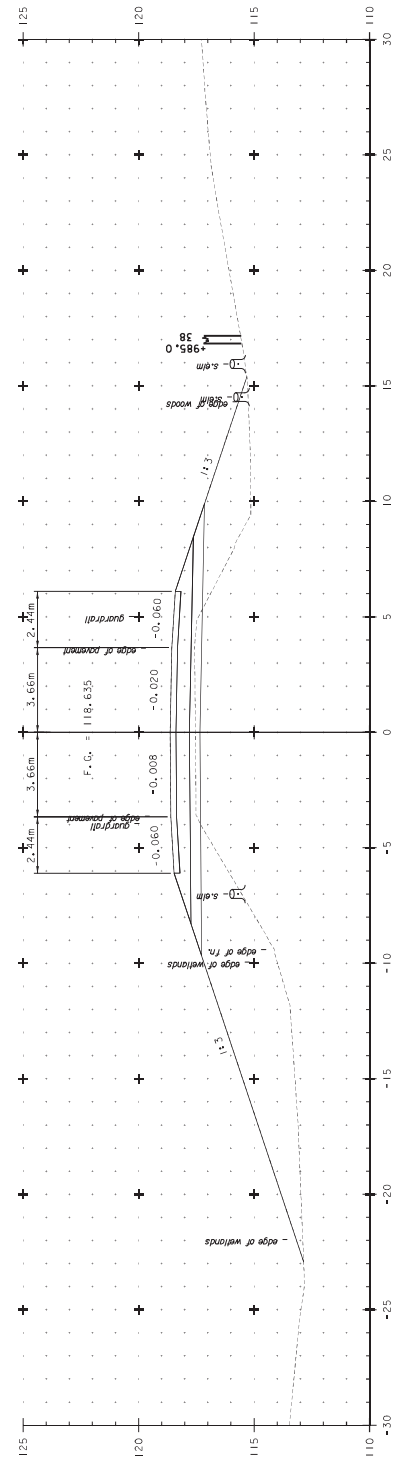
13+943.60 DRIVE SECTION B-B



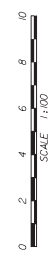
PROJECT NAME:	PITTSFORD-BRANDON
PROJECT NUMBER:	NH 019-3(494)
FILE NAME:	0208198.xsdgn
DESIGNED BY:	K. UPMAL
CHECKED BY:	SQUAD B
DRAWN BY:	SQUAD B
PLOT DATE:	4/16/2025
CHECKED BY:	SQUAD B
DRAWN BY:	SQUAD B
SHEET:	37 OF 62



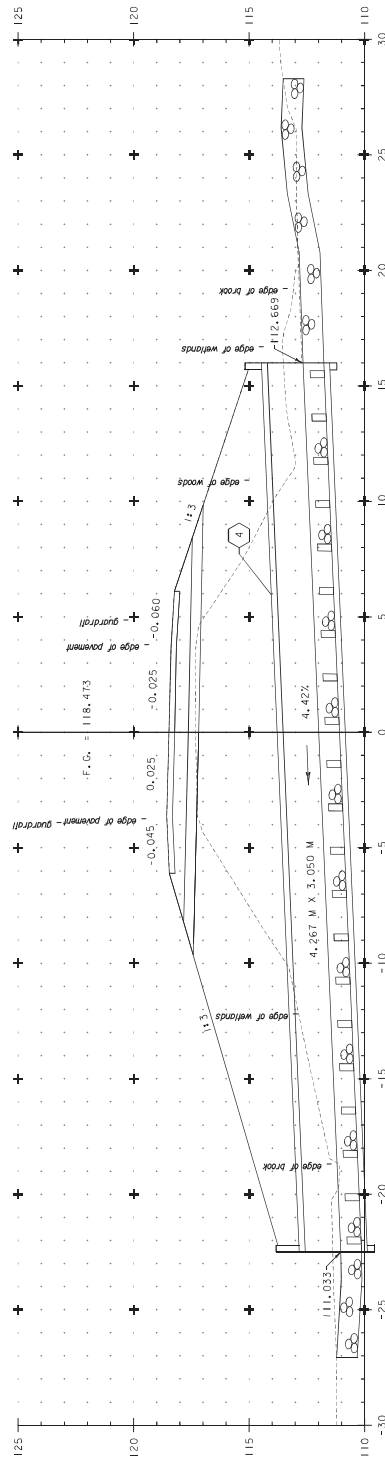
14+000.00



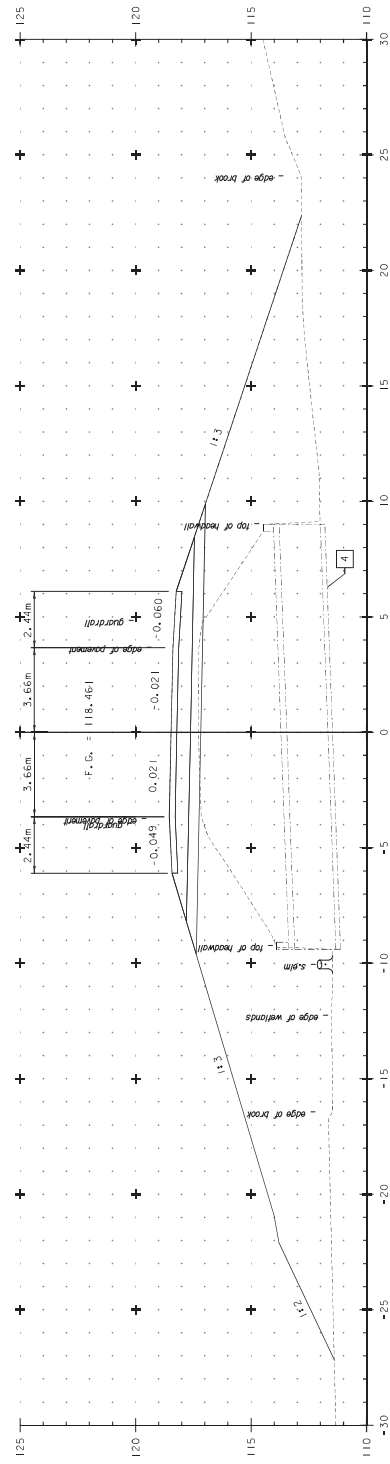
13+980.00



PROJECT NAME:	PITTSFORD-BRANDON
PROJECT NUMBER:	NH 019-3(494)
FILE NAME:	0208198.xsdgn
DESIGNED BY:	SQUAD B
CHECKED BY:	SQUAD B
DATE:	4/16/2025
DRAWN BY:	SQUAD B
CHECKED BY:	SQUAD B
SHEET:	38 OF 62

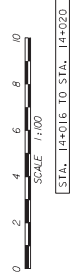


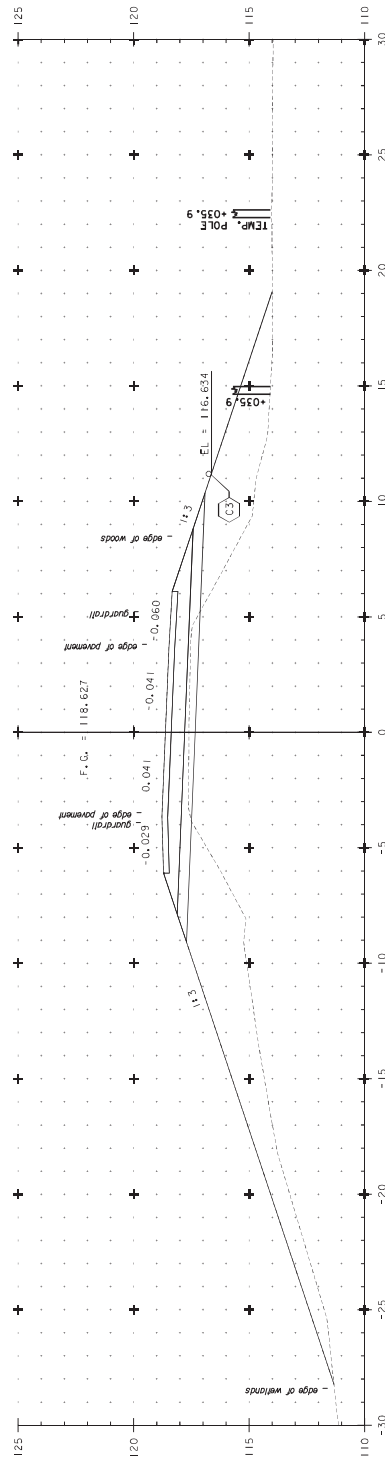
14+020.00 (BRIDGE #110)



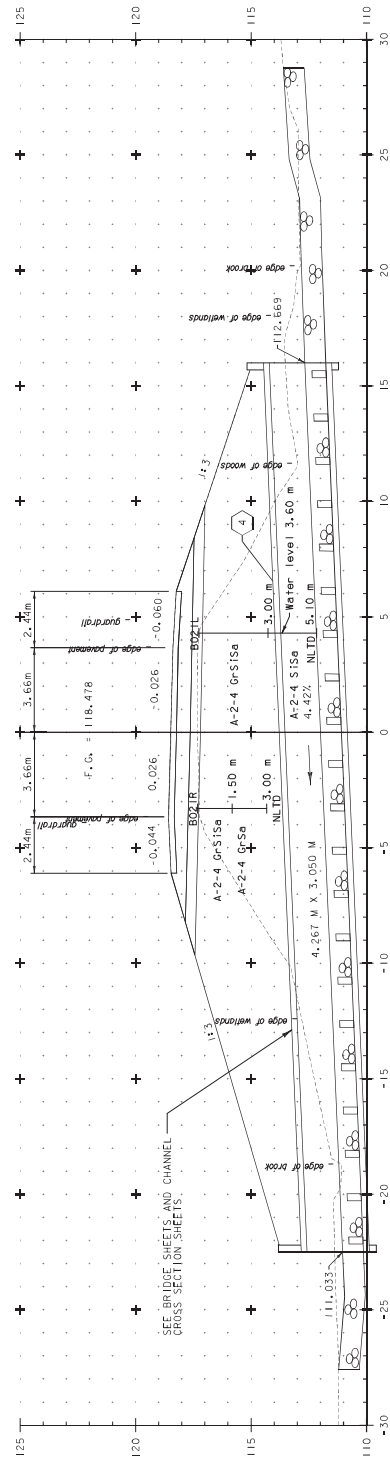
14+016.00

PROJECT NAME: PITTSFORD-BRANDON  
 PROJECT NUMBER: NH 019-3(494)  
 FILE NAME: 0202198.xsdgn  
 PLOT DATE: 4/16/2025  
 PROJECT LEADER: K. UPMAL  
 DRAWN BY: SQUAD B  
 DESIGNED BY: SQUAD B  
 CHECKED BY: SQUAD B  
 SHEET 39 OF 62



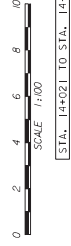


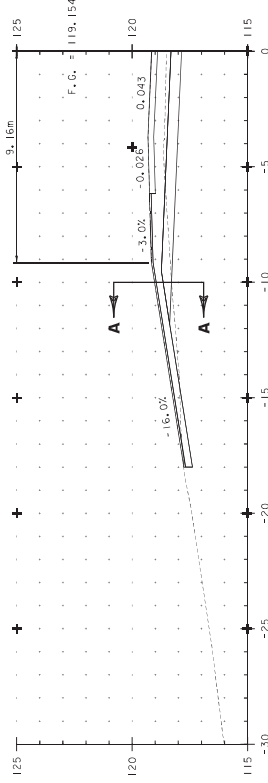
14+040.00



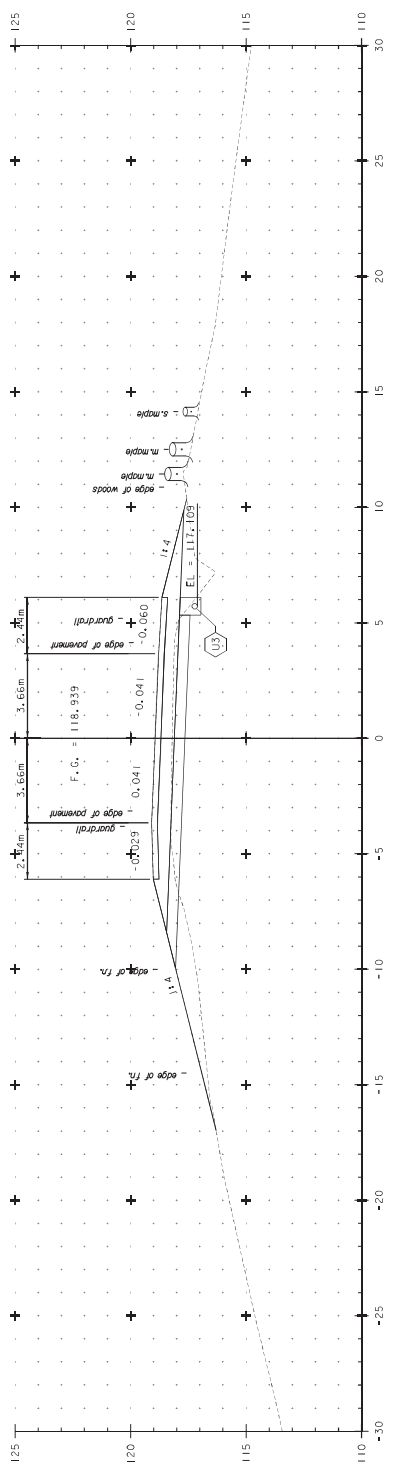
14+021.00 (BRIDGE #110)

PROJECT NAME:	PITTSFORD-BRANDON
PROJECT NUMBER:	NH 019-3(494)
FILE NAME:	020819B.xsdgn
DESIGNED BY:	SQUAD B
CHECKED BY:	SQUAD B
DRAWN BY:	SQUAD B
PLOT DATE:	4/16/2025
MAINLINE CROSS SECTION SHEET 16:	SHEET 40 OF 62

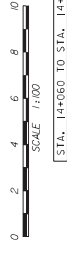




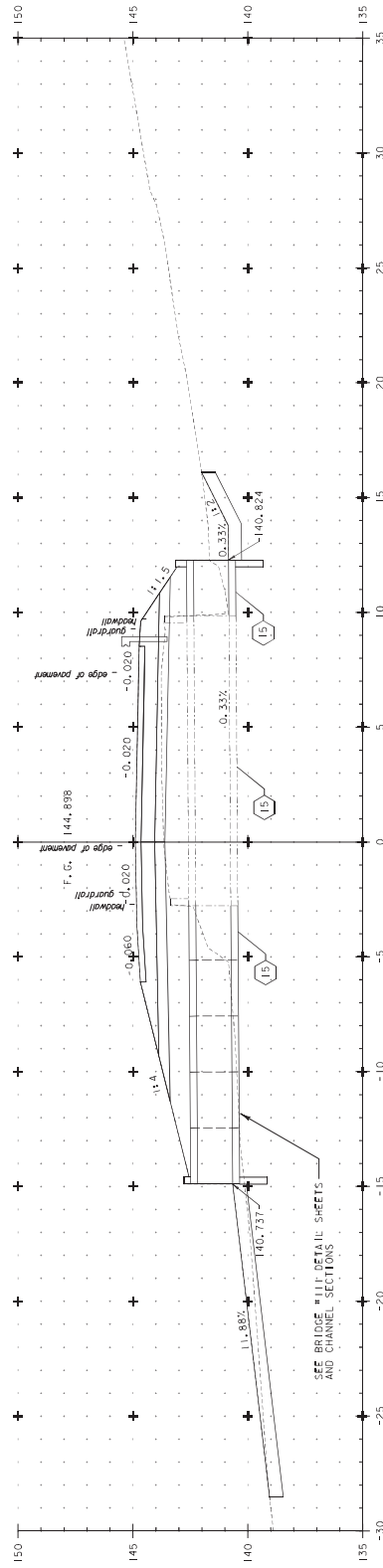
14+070.00 DRIVE LT (GRAVEL)  
SKEWED 8°09' 14"



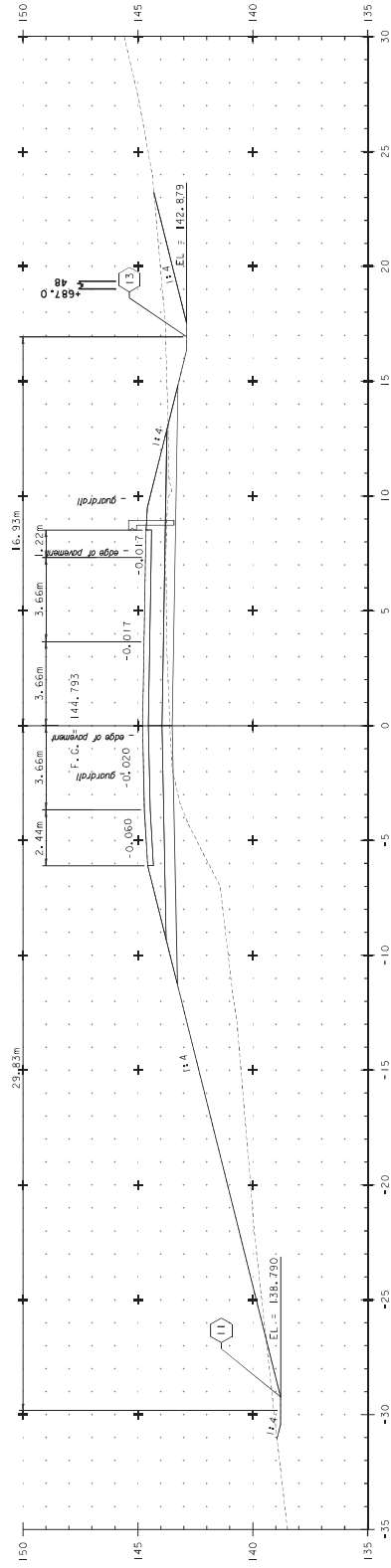
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PROJECT NAME:	PITTSFORD-BRANDON
PROJECT NUMBER:	NH 019-3(494)
FILE NAME:	0208198.xsdgn
DESIGNED BY:	SQUAD B
CHECKED BY:	SQUAD B
DRAWN BY:	SQUAD B
PLotted DATE:	4/16/2025
MAINLINE CROSS SECTION SHEET 17	SHEET 41 OF 62



14+696.50 (BRIDGE #1111)

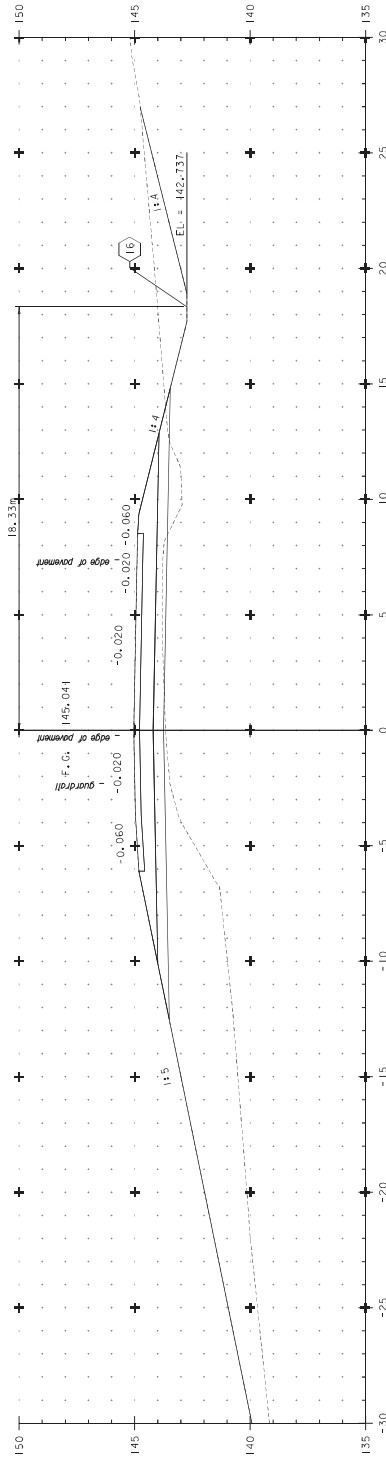


14+680.00

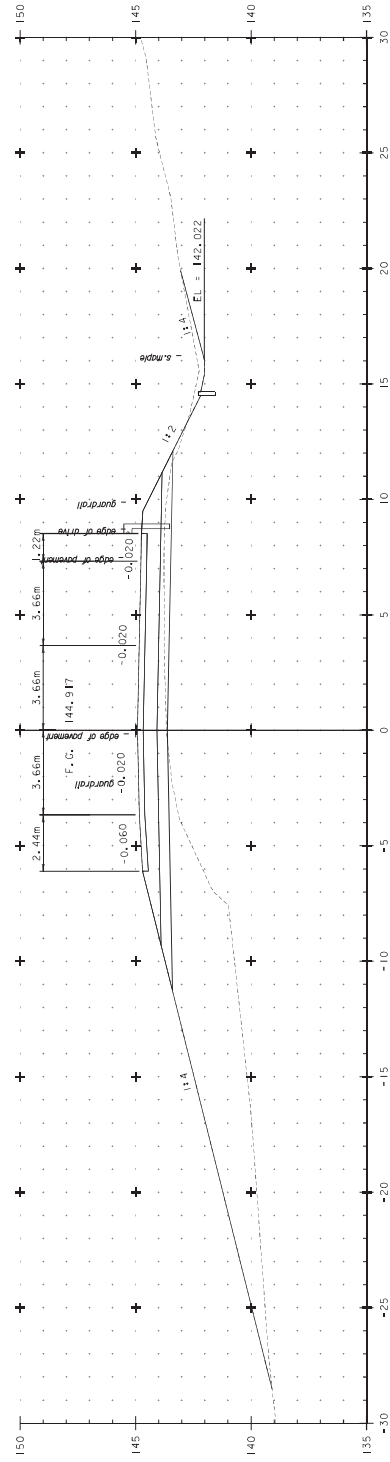


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[STA. 14+680 TO STA. 14+697]

PROJECT NAME:	PITTSFORD-BRANDON
PROJECT NUMBER:	NH 019-3(494)
FILE NAME:	020898.xsdgn
DESIGNED BY:	SQUAD B
CHECKED BY:	SQUAD B
DRAWN BY:	SQUAD B
PLOT DATE:	4/16/2025
MARLINE CROSS SECTION SHEET 44	
SHEET 42 OF 62	



14+720.00



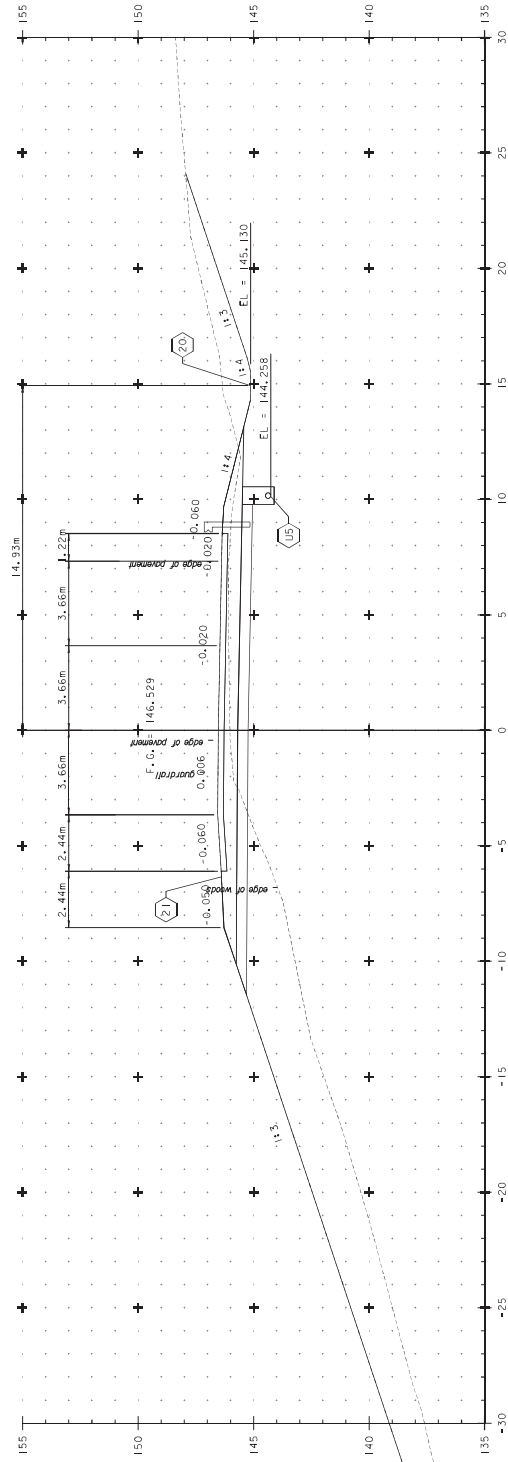
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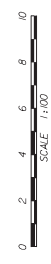
STA. 14+700 TO STA. 14+720

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PROJECT NUMBER: NH 019-3(494)

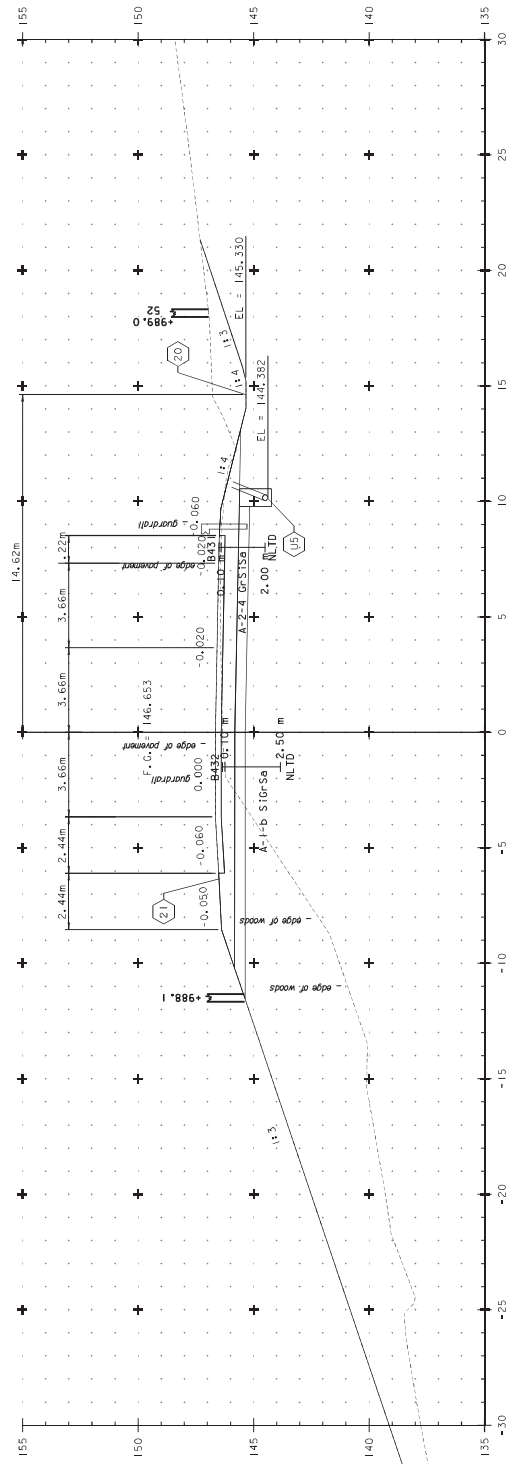
FILE NAME: 020898.xsdgn  
PLOT DATE: 4/16/2025  
PROJECT LEADER: K. UPMAL  
DESIGNED BY: SQUAD B  
CHECKED BY: SQUAD B  
SHEET 45 OF 62



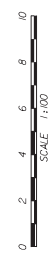
14+960.00



PROJECT NAME:	PITTSFORD-BRANDON	FILE NAME:	0208198.xsdgn	PLOT DATE:	4/16/2025
PROJECT NUMBER:	NH 019-3(494)	PROJECT LEADER:	K. UPMAL	DRAWN BY:	SQUAD B
		DESIGNED BY:	SQUAD B	CHECKED BY:	SQUAD B
				SHEET	44 OF 62
				MAINLINE CROSS SECTION SHEET 58	

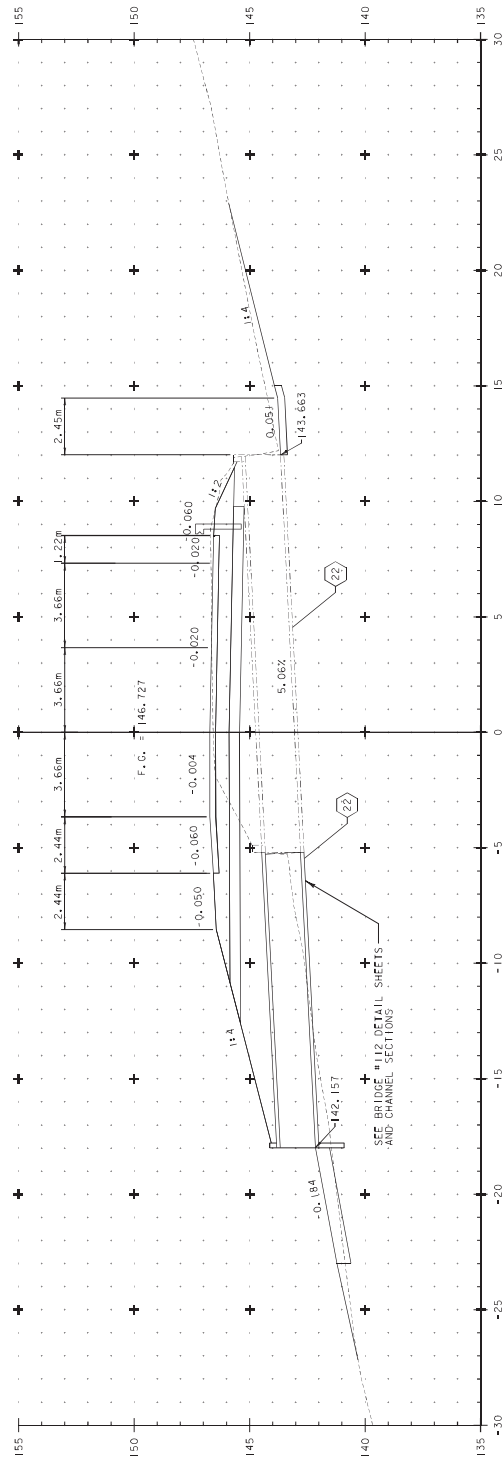


14+980.00



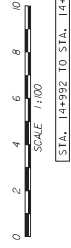
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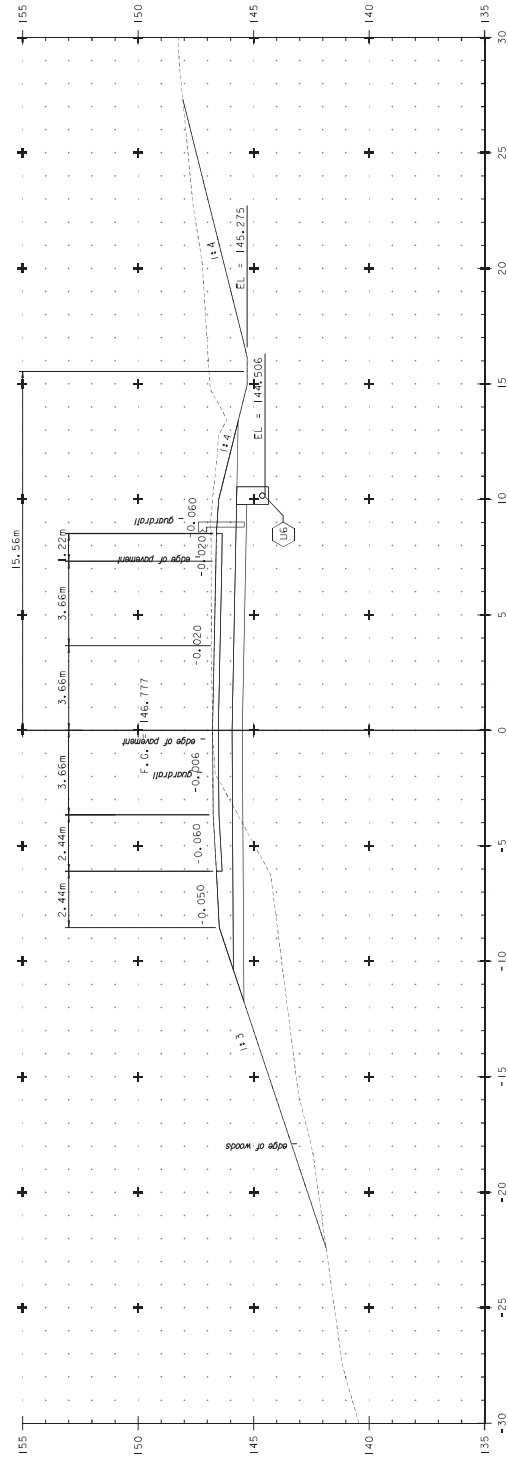
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		DESIGNED BY:	SQUAD B	CHECKED BY:	SQUAD B
				SHEET	45 OF 62
				MAINLINE CROSS SECTION SHEET	59



14+992.00 (BRIDGE #112)

PROJECT NAME:	PITTSFORD-BRANDON
PROJECT NUMBER:	NH 019-3(494)
FILE NAME:	0020198.xsdgn
PROJECT LEADER:	K. UPMAL
DESIGNED BY:	SQUAD B
CHECKED BY:	SQUAD B
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PLOT DATE:	4/16/2025
DRAWN BY:	SQUAD B
CHECKED BY:	SQUAD B
SHEET	46 OF 62

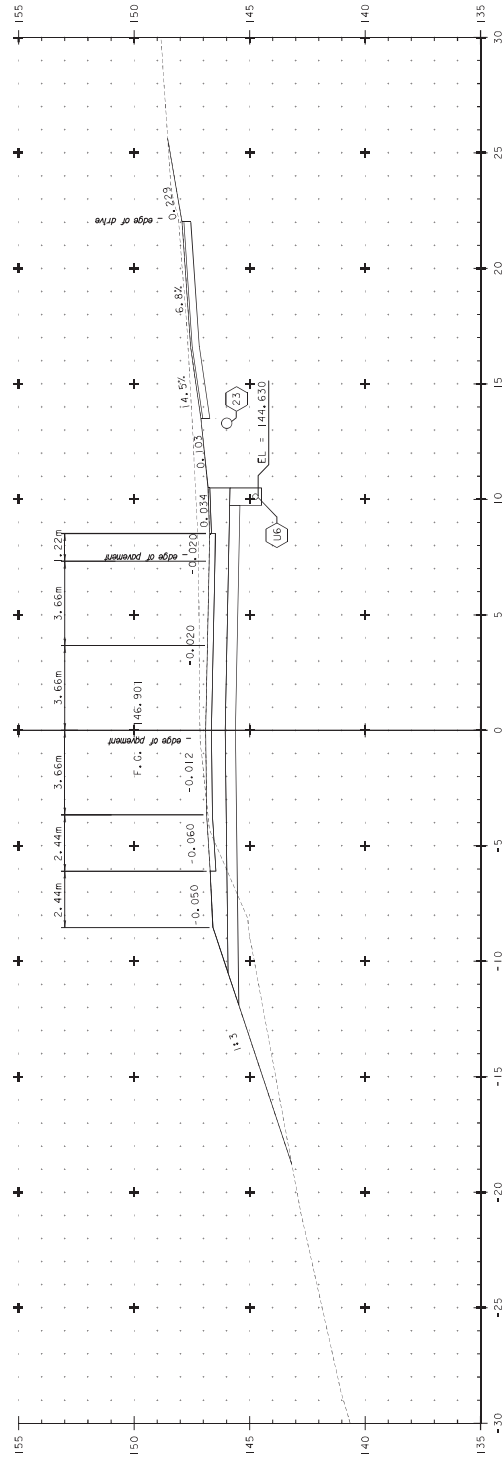




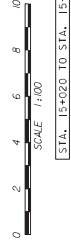
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PROJECT NAME:	PITTSFORD-BRANDON	FILE NAME:	020898.xsdgn	PLOT DATE:	4/16/2005
PROJECT NUMBER:	NH 019-3(494)	PROJECT LEADER:	K. UPMAL	DRAWN BY:	SQUAD B
		DESIGNED BY:	SQUAD B	CHECKED BY:	SQUAD B
				SHEET:	47 OF 62



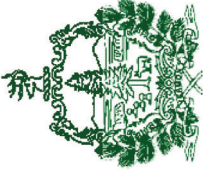
15+020.00



STA. 15+020 TO STA. 15+020

PROJECT NAME: PITTSFORD-BRANDON  
PROJECT NUMBER: NH 019-3(494)

FILE NAME: 020198.xsdgn  
PROJECT LEADER: K. UPMAL  
DESIGNED BY: SQUAD B  
CHECKED BY: SQUAD B  
PLOT DATE: 4/16/2025  
DRAWN BY: SQUAD B  
SHEET 48 OF 62



# LAND USE PERMIT AMENDMENT

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## State of Vermont

Land Use Review Board  
District 1 Environmental Commission  
440 Asa Bloomer State Office Building  
88 Merchants Row, 4<sup>th</sup> Floor  
Rutland, VT 05701-5903  
<https://act250.vermont.gov/>

State of Vermont, Agency of Transportation  
219 North Main St,  
Barre City, VT 05641

**PERMIT NUMBER:**  
**1R0925-5**

**LAW/REGULATIONS INVOLVED:**  
10 V.S.A. §§ 6000 – 6111 (Act 250)

The District 1 Environmental Commission (“Commission”) hereby issues Land Use Permit (“LUP”) amendment 1R0925-5, pursuant to the authority vested in it by 10 V.S.A. §§ 6001-6111. This permit amendment applies to the lands identified in the application, which generally follow the existing US Route 7 and the deeds for which are recorded in the land records of the Towns of Brandon and Pittsford, Vermont, and which are the subject of rights-of-way to the State of Vermont - Agency of Transportation (“VTrans”), the Permittee.

**As part of a master plan, LUP 1R0925-1 (issued April 25, 2008) authorized the reconstruction of segments 1 and 4 of a 3.04-mile segment of US Route 7 between the towns of Pittsford and Brandon; the reconstruction of Segment 4 was never undertaken, and the Segment 4 design plans have since been modified.**

This permit re-authorizes the redesign and reconstruction of 2.71 kilometers (1.68 miles) of US Route 7 spanning the Towns of Pittsford and Brandon, i.e., Segment 4 of VTrans Federal Aid Project Number Pittsford-Brandon NH 019-3(49). Reconstruction includes the removal and disposal of the existing concrete road; the widening and full depth reconstruction of U.S. Route 7, from ~28-foot-wide roadway to ~40-foot-wide roadway; two truck climbing lanes; replacement of Bridge 110 (box culvert); extension of Bridges 111 and 112 (box culverts); grading, drainage and stormwater infrastructure installation; relocation of aerial utilities; installation of signage and guardrails; and paving and necessary approach work. The Project will be completed in a total of four major phases with multiple sequences per phase and will involve a total earth disturbance of 30.64 acres, including 0.84-acres of tree clearing and 5.07-acres of construction phase woody vegetation clearing.

This permit also authorizes the payment of a fee for offsite mitigation to compensate for the acreage of primary agricultural soils whose agricultural potential has been reduced or eliminated as a result of the project.

**The project is located along US Route 7, in the Towns of Brandon and Pittsford, Vermont.**

Jurisdiction attaches because the Project constitutes a material change to a permitted development or subdivision and thus requires a permit amendment pursuant to Act 250 Rule 34.

1. The Permittee and its assigns and successors in interest are obligated by this permit to complete, operate, and maintain the Project as approved by the District Commission (the “Commission”) in accordance with the following conditions.



2. The Project shall be completed, operated, and maintained in accordance with the conditions of this permit; the permit application, plans, and exhibits on file with the Commission; and other material representations. In the event of any conflict, the terms, and conditions of this permit shall supersede the approved plans and exhibits.  
The approved plans are:  
Exhibits 011 through 030, 031a, 032 through 076, 088, and 090.
3. All conditions of Land Use Permit 1R0925 and amendments are in full force and effect except as further amended herein.
4. Representatives of the State of Vermont shall have access to the property covered by this permit, at reasonable times, for the purpose of ascertaining compliance with Vermont environmental and health statutes and regulations and with this permit.
5. **No change shall be made to the design, operation, or use of this Project without a permit amendment issued by the Commission or a jurisdictional opinion from the District Coordinator that a permit amendment is not required.**
6. **No further subdivision, alteration, or development on the tracts of land approved herein shall be permitted without a permit amendment issued by the Commission or a jurisdictional opinion from the District Coordinator that a permit is not required.**
7. Pursuant to 10 V.S.A. § 8005(c), the Commission or the Land Use Review Board may at any time require that the permit holder file an affidavit certifying that the Project is in compliance with the terms of this permit.
8. The conditions of this permit and the land uses permitted herein shall run with the land and are binding upon and enforceable against the Permittee and its successors and assigns.
9. The Permittee shall comply with all of the conditions of the following Agency of Natural Resources (“ANR”) Permits:
  - a. Stormwater Discharge Permit 6760-9050 issued on April 29, 2025, expires April 28, 2030, under General Permit 3-9050 by the ANR Watershed Management Division (Exhibit 105);
  - b. Individual Stormwater Construction Permit 6760-INDC.1 issued on October 2, 2023, expires October 1, 2028, by the ANR Watershed Management Division (Exhibit 007);
  - c. Permit 3595 issued on November 7, 2023, by the ANR Watershed Management Division Rivers Management Program (Exhibit 084); and
  - d. Individual Wetland Permit 2020-678 issued on February 21, 2024, expires February 21, 2029, by the ANR Watershed Management Division (Exhibit 097).
10. Any nonmaterial changes to the permits listed in the preceding condition shall be automatically incorporated herein upon issuance by the Agency of Natural Resources.
11. The Permittee shall adhere to the conditions set forth in Exhibit 096, NRCS “Wetland Reserve Program Easement Mitigation for Temporary Impact”.
12. Construction hours shall be limited to daytime work Monday through Saturday between the hours of 7:00 AM to 7:00 PM, with no nighttime construction (i.e., between the period from sunset until sunrise the following day). There shall be no construction on Sundays or federal holidays. Exhibit 107.
13. Prior to the construction of improvements approved herein, the Permittee shall install and maintain a continuous line of temporary flagging or snow fencing to clearly delineate the construction/project limits, stream and wetland buffers, and all trees/tree lines and natural

- features to be retained; place diversion ditches on the uphill limits of the construction area; and place temporary siltation controls on the downhill limits of construction.
- 14. Any offsite activity areas (i.e., waste/borrow and staging/storage areas) shall not be utilized for this project without prior written approval from the Commission or the District Coordinator, whichever is appropriate under the Act 250 Rules.**
15. There shall be no blasting without amending this permit.
16. To mitigate impacts under criterion 8 to the Fort Vengeance Monument Site, the Permittee and all assigns shall implement and adhere to the agreed-to conditions/stipulations in Exhibit 108, "Amendment to the Memorandum of Agreement".
17. To mitigate potential impacts under criterion 8A, tree clearing shall be restricted to the winter months between November 1 and March 31. Exhibit 104.
18. The Permittee shall implement the landscape plantings represented in Exhibits 054 through 072. To reduce impacts on parties, the Permittee shall ensure that any mitigation measures described in the Permittee's filings be constructed or otherwise completed as described in those filings. All landscaping details and those offered in mitigation of adverse impacts shall be completed within six calendar months of completion of the roadway project adjacent to the area that is subject to a landscaping requirement.
19. The Permittee shall ensure the coordination of testing and monitoring of water supply wells adjacent to the project. This shall include, at minimum, collecting two water samples from water supply wells adjacent to the project: one before the project commences and one after the completion of construction of the project. The Permittee shall coordinate the well sampling and the transport of the samples to the Vermont Department of Health laboratory for analysis. Exhibit 094.
20. If a spill or release of any toxic substance occurs within the groundwater source protection area (SPA) of the public water systems located in the project area, the Permittees or their representatives shall immediately report the event to the Vermont Department of Environmental Conservation Spills Program and the SPA's water system owner or operator. The Spills Program can be reached during regular office hours at 802-828-1138 or via the 24-hour hotline at 800-641-5005. Any person reporting a release shall speak directly with a Spills Program representative and cannot report by email, text, or other written form of communication. The person reporting a release shall provide the water system identification number (VT0006061, Otter Valley Union School) to the Spills Program. The Permittees shall provide instructions, with contact phone numbers, for reporting a toxic substance release to all contractors for the Project and those instructions shall be displayed on site.
21. The following activities are prohibited in Zone 1 of any Source Protection Area: use or storage of polychlorinated biphenyls; application of nitrogen, pesticides and herbicides; buildings other than those required for the water system; parking motor vehicles; chemical or fuel storage except natural gas or propane and other chemicals required by the water system; swimming pools; salted or paved roads; septic tanks, subsurface disposal systems and sewer lines; and any other activity that may contaminate the water supply.
22. The maintenance and refueling of construction and service equipment shall be conducted at least 200 feet from any public drinking water source. Any temporary fuel delivery and/or fuel storage areas shall also be outside the vicinity of surface waters, wetlands, wetland buffers, and/or riparian buffers to prevent water resource impacts. Fuel stored in portable above-ground storage tanks shall be placed in cleared areas on skids or concrete to protect against hazards and allow for visual inspection of the tanks. Temporary fuel storage containers (up to five gallons) for small equipment shall be stored in a "spill tray" or placed on absorbent pads designed for fuel and oil cleanup.

23. Any ground-mounted structures storing toxic substances shall be sited at least 200 feet from any public drinking water source and shall be designed with secondary containment sized to hold a minimum of 110% of the liquid volume plus 5 inches of freeboard. The Permittees shall perform periodic inspections of the secondary containment system with a qualified consultant and shall maintain the system in good working order.
24. The Permittees shall seek approval from the Vermont Drinking Water and Groundwater Protection Division for any changes in Project design related to any ground-mounted structures storing toxic substances including transformers, prior to the installation of the design changes.
25. Pole-mounted transformers installed within 200 feet of a public drinking water source shall be filled with nontoxic coolant such as Envirotemp FR3 Fluid.
26. The Permittee shall at all times take reasonable precautions to prevent fugitive particulate matter (dust) from becoming airborne from the Project. Reasonable precautions to control dust include the application of water and/or other agents approved by the Agency of Natural Resources (“ANR”) Watershed Management Division on all paved and unpaved roadways, disturbed areas, and any active storage piles within the Project area. These or other equally effective measures shall be applied at a rate and frequency to effectively limit visible dust emissions during construction and until roadways are permanently surfaced and vegetation is fully established. In addition:
  - a. All trucks owned, operated or under the control of the Permittee shall be securely covered when operated on public roadways when loaded;
  - b. Active storage piles shall be periodically maintained by application of water and/or generally accepted chemical treatments, such as calcium chloride unless otherwise restricted, which are applied at a rate and frequency to effectively limit visible dust emissions. Inactive storage piles and exposed surfaces shall be revegetated as soon as reasonably practicable; and
  - c. The Permittee shall ensure that any dust control measures taken in accordance with the conditions listed above, including but not limited to surface water withdrawals for dust suppression, are in compliance with all other state and federal requirements.
27. The Permittee shall comply with Exhibits 001b, 006, 007, 035, and 036 for erosion prevention and sediment control. The Permittee shall prevent the transport of any sediment beyond that area necessary for construction approved herein. All erosion prevention and sediment control devices shall be periodically cleaned, replaced, and maintained until vegetation is permanently established on all slopes and disturbed areas.
28. A copy of the approved erosion prevention and sediment control plan shall be on the site at all times during construction.
29. In addition to conformance with all erosion prevention and sediment control conditions, the Permittee shall not cause, permit, or allow the discharge of waste material or pollutants, including, but not limited to, chemicals, paints, fuels, lubricants, bitumen, raw sewage, sediment, or other waste, into any surface waters, wetlands, or natural or constructed channels leading thereto. Compliance with the requirements of this condition does not absolve the Permittee from compliance with 10 V.S.A. (§§ 1250-1284) Chapter 47, Vermont’s Water Pollution Control Law.
30. Any extracted stumps shall be disposed of at a state-certified stump and inert waste disposal facility or on-site above the seasonal high-water table, and not in any surface water or wetland, to prevent groundwater pollution. Construction debris and /or waste materials, including but not limited to existing pavement and sub-base materials, concrete, soil, and other wastes (see condition 29) shall be removed from the project site and disposed of in accordance with local, state, and federal regulations, and in consultation with the ANR Waste Management and Prevention Division. There shall be no burning of vegetation or construction debris.

31. Excepting the allowed disturbance authorized in permit 3595 (Exhibit 084), the Permittee shall maintain an undisturbed, naturally vegetated riparian zone on the project tract along the streams identified within the project limits/tracts (see Exhibit 008; including the unnamed perennial tributary to Otter Creek designated 2020-TOB-1 [Exhibit 019], the unnamed intermittent stream designated 2023-SC-1 [Exhibit 020], the unnamed intermittent stream designated 2020-SC-2 [Exhibit 031], and the unnamed intermittent stream designated 2020-SC-3 [Exhibit 034]), which shall begin at the water's edge at base flow conditions, and shall further extend 50 feet measured inland from, perpendicular to, and horizontally from the Top of Bank. The term "undisturbed" means that there shall be no activities that may cause or contribute to ground or vegetation disturbance or soil compaction, including but not limited to construction, earth-moving activities, storage of materials, tree trimming or canopy removal, tree, shrub, or groundcover removal; plowing or disposal of snow, grazing, or mowing.
32. The stream crossing at Bridge 110 shall include installation of a wildlife bench ("critter crossing") as part of the larger structure, to enhance passage for aquatic organisms and terrestrial wildlife, as represented in Exhibits 001b, 074, 075, 084.
33. Excepting the allowed disturbance authorized in permit 2020-678 (Exhibit 097), the Permittee shall maintain an undisturbed, naturally vegetated Class II wetland and 50-foot wetland buffer zone on the project tract as identified in Exhibits 008 and 097. The term "undisturbed" means that there shall be no activities that may cause or contribute to ground or vegetation disturbance or soil compaction, including but not limited to construction, earth-moving activities, storage of materials, tree trimming or canopy removal, tree, shrub, or groundcover removal; plowing or disposal of snow, grazing, or mowing.
34. **Prior to commencement of construction, the Permittee shall submit the calculated off-site mitigation fee payment of \$115,184.70 to the Vermont Housing and Conservation Board** (VHCB, General Counsel, 58 East State Street, Montpelier, VT 05602). The off-site mitigation fee for 13.8 acres of impact to PAS is calculated as follows:  $\{5.7 \text{ acres (proposed impact to NRCS-rated 'Prime' soil of ag value group '1')} \times 3 \text{ (multiplier, ag value group '1')}\} + \{8.1 \text{ acres (proposed impact to NRCS-rated 'Statewide' soil of ag value group 5-7)} \times 2 \text{ (multiplier, ag value group '5-7')}\} = \{33.3 \text{ (total acres mitigation calculated)} \times \$3,459.00 \text{ (per acre cost to acquire conservation easements for primary agricultural soils in the same geographic region)}\} = \$115,184.70$ . If the mitigation fee is not paid within one year from the date that a Land Use Permit is issued, the amount of the fee will be subject to a simple interest annual inflation factor increase of 2.8% and the fee will increase each year on the anniversary of the Land Use Permit to an amount equal to 102.8% of the previous year's amount, rounded to the nearest dollar.
35. The Permittee shall implement the Traffic Management Plan represented in Exhibits 001b and 076.
36. The Permittee and assigns shall implement public outreach (a public outreach team) that shall inform all adjoining landowners to the project (including occupants, lessees, and/or operators of the property); the municipalities of Brandon and Pittsford; and the Otter Valley Union High School of construction activities, including phasing and temporary lane restrictions or closures and other traffic management plans. The Permittee, assigns, and/or the public outreach team will coordinate with Otter Valley High School officials and the municipalities to minimize construction-related impacts on school access and events.
37. The Permittee shall reference the requirements and conditions imposed by Land Use Permit 1R0925-5 in all deeds of conveyance and leases.
38. The Permittee shall provide each prospective purchaser of any interest in this Project a copy of the Land Use Permit amendment before entering into any written contract of sale.
39. Pursuant to 10 V.S.A. § 6090(b)(1), this permit amendment is hereby issued for an indefinite term, as long as there is compliance with the conditions herein. Notwithstanding any other

provision herein, this permit shall expire five years from the date of issuance if the Permittee has not commenced construction and made substantial progress toward completion within the three-year period in accordance with 10 V.S.A. § 6091(b).

40. **All site work and construction related to the project approved herein shall be completed in accordance with the approved plans by October 15, 2030, unless an extension of this date is approved in writing by the Commission.** Such requests to extend must be filed prior to the deadline and approval may be granted without a public hearing.
41. Failure to comply with any condition herein may be grounds for permit revocation pursuant to 10 V.S.A. sec. 6027(g).

Dated December 18, 2025.

By /s/ Devon Fuller  
Devon Fuller, Acting Chair in this matter  
District 1 Commission

Members participating in this decision: Mary Shaw and Cort Jones

Any party, or person denied party status, may file within 15 days from the date of a decision of the District Commission one and only one motion to alter with respect to the decision, pursuant to Act 250 Rule 31(A). Under Rule 31(A), no party, or person denied party status, may file a motion to alter a District Commission decision concerning or resulting from a motion to alter. Per Rule 31(A)(3), the running of the time for filing a notice of appeal is terminated as to all parties by a timely motion to alter.

Any person aggrieved by an act or decision of a District Commission or District Coordinator, or any party by right, may appeal to the Environmental Division of Vermont Superior Court within 30 days of the act or decision pursuant to 10 V.S.A. § 8504. Such appeals are governed by Rule 5 of the Vermont Rules for Environmental Court Proceedings. The appellant must file a notice of appeal with the clerk of the court and pay any fee required under 32 V.S.A. § 1431.

The appellant must also serve a copy of the Notice of Appeal on the Land Use Review Board and on other parties in accordance with Rule 5(b)(4)(B) of the Vermont Rules for Environmental Court Proceedings. The Land Use Review Board's copy may be sent to [act250.legal@vermont.gov](mailto:act250.legal@vermont.gov) and/or 10 Baldwin Street, Montpelier, VT 05633-3201.

Note, there are certain limitations on the right to appeal, including on interlocutory appeals. See, e.g., 10 V.S.A. § 8504(k), 3 V.S.A. § 815, and Vermont Rule of Appellate Procedure 5. There shall be no appeal from a District Commission decision when the Commission has issued a permit and no hearing was requested or held, or no motion to alter was filed following the issuance of an administrative amendment. 10 V.S.A. § 8504(k)(1). If a District Commission issues a partial decision under 10 V.S.A. § 6086(b), any appeal of that decision must be taken with 30 days of the date of that decision. 10 V.S.A. § 8504(k)(3). For additional information on filing appeals, see the Court's website at: <http://www.vermontjudiciary.org/GTC/environmental/default.aspx> or call (802) 951-1740. The Court's mailing address is Vermont Superior Court, Environmental Division, 32 Cherry Street, 2<sup>nd</sup> Floor, Suite 303, Burlington, VT 05401.

The foregoing statements regarding motions to alter and appeals are intended for informational purposes only. They neither supplant nor augment any rights or obligations provided for by law nor do they constitute a complete statement of the rights or obligations of any person or party.

## CERTIFICATE OF SERVICE

I hereby certify that I, Elaine McDevitt, Land Use Review Board Technician, District 1 Environmental Commission, sent a copy of the foregoing **Land Use Permit and 9(B) Findings of Fact and Conclusions of Law 1R0925-5** by U.S. Mail, postage prepaid, on this December 19, 2025, to the following individuals without email addresses and by electronic mail, to the following individuals with email addresses. **Note: Any recipient may change their preferred method of receiving notices and other documents by contacting the District Office staff at the mailing address or email below. If you have elected to receive notices and other documents by email, it is your responsibility to notify our office of any email address changes.**

Vermont Agency of Transportation  
Attn: Julie Ann Held  
219 North Main Street  
Barre City, VT 05641  
[Julieann.held@vermont.gov](mailto:Julieann.held@vermont.gov)

VHB  
Attn: Brad Ketterling  
Attn: Carolyn Black  
40 IDX Drive Bldg 100, Suite 200  
SOUTH BURLINGTON, VT, VT 05403  
[bketterling@vhb.com](mailto:bketterling@vhb.com)  
[cblack@vhb.com](mailto:cblack@vhb.com)

Vermont Division for Historic Preservation  
[ACCD.ProjectReview@vermont.gov](mailto:ACCD.ProjectReview@vermont.gov)  
[Scott.dillon@vermont.gov](mailto:Scott.dillon@vermont.gov)

Pittsford Selectboard  
Mark Winslow, Chair  
PO Box 10  
Pittsford, VT 05763  
[clerktreasurer@pittsfordvermont.com](mailto:clerktreasurer@pittsfordvermont.com)

Pittsford Planning Commission  
Kevin Blow, Chair  
PO Box 10  
Pittsford, VT 05763  
[clerktreasurer@pittsfordvermont.com](mailto:clerktreasurer@pittsfordvermont.com)

Brandon Select Board  
Attn: Cecil Reniche-Smith  
49 Center Street  
Brandon, VT 05733  
[cecil@brandonvermont.gov](mailto:cecil@brandonvermont.gov)

Brandon Planning Commission  
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49 Center Street

Brandon, VT 05733  
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Rutland Regional Planning Commission  
[devon@rutlandrpc.org](mailto:devon@rutlandrpc.org)

Agency of Natural Resources  
[anr.act250@vermont.gov](mailto:anr.act250@vermont.gov)  
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Vermont Division for Historic Preservation  
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Brandon Town Clerk  
Attn: Susan Gage  
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*/s/Elaine McDevitt*  
Elaine McDevitt  
Land Use Review Board Technician  
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**Vermont Department of Environmental Conservation**

Watershed Management Division

88 Merchants Row, Suite 430 Asa Bloomer Building

Rutland, VT 05701-5903

[www.watershedmanagement.vt.gov](http://www.watershedmanagement.vt.gov)

*Agency of Natural Resources*

[cell] 802-490-6163

[fax] 802-786-5915

[email] [joshua.carvajal@vermont.gov](mailto:joshua.carvajal@vermont.gov)

**STATUTORY AUTHORITY:**

*This approval is issued under Title  
19 V.S.A. Chapter 1 § 10(12)*

Vermont Agency of Transportation

National Life Building

Montpelier, Vermont 05633-5001

Phone: 802-828-3978

**RE: Pittsford-Brandon NH 019-2(494) EA: 0193494-100 ANR Permit Database Number: 3595**

This letter constitutes approval of the above referenced project located on Vermont Route 7 in the Town of Pittsford involving the replacement of BR 110 with a new structure sized to bankfull channel width and with a wildlife bench as illustrated on the progress print plans dated 10/04/2022. \* Final plans to be emailed to RME.

*The project is subject to the following Standard Conditions:*

- 1) The project shall be constructed as defined in the documents linked in the Title 19 Share Point site.
  - a. Any amendment to the plans which in anyway affects surface waters and/or riparian corridors shall be reviewed by this office and approval received by VTrans prior to construction.
  - b. Any construction modifications that deviate from the approved plans which in any way affects surface waters and/or riparian corridors shall be reviewed by this office and approval received by VTrans prior to the construction activity.
- 2) That the contractor's schedule of accomplishment of water quality related work to be submitted prior to the start of construction, and as required under general specification #105.23(a) shall include site-specific methods of operation. Temporary construction fills, check dams, silt barriers and other erosion control works shall be described and shown on pertinent plans.
- 3) That the Vermont Agency of Transportation general specification #105.23 addressing erosion and sediment control be carefully adhered to in order to minimize turbidity and other adverse impacts to water quality.
- 4) That the Vermont Agency of Transportation general specification #105.24 addressing pollution control be carefully followed in order to limit, if not prevent altogether, the discharge of fuel, grease, oil, raw concrete, paint, chemicals, and debris to waters of the State.
- 5) An on-site pre-construction conference between the contractor, VTrans Resident Engineer and ANR River Management Engineer (RME) shall be held prior to commencement of applicable construction activities. Please contact the RME at (802) 490-6163 or [joshua.carvajal@vermont.gov](mailto:joshua.carvajal@vermont.gov) to schedule this conference.
- 6) Approved in-stream working dates on this project are limited from to July 1<sup>st</sup> to October 1<sup>st</sup> (unless otherwise specified by RME). Contractor proposals for any other construction activities in or adjacent to flowing water during the restricted period must be isolated from stream flow and must receive prior approval from the ANR River Management Engineer in consultation with the VT Department of Fish and Wildlife fisheries biologist.

The project is subject to the following Special Conditions:

- 7) A project specific flow control plan shall be submitted by the contractor to the VTTrans Resident Engineer (RE) and ANR RME for review and approval prior to the commencement of any in-stream channel work.
- 8) Stream channel restoration to include E-stone installed up to OHW mark to prevent migration of flows into void spaces of Stone Fill on side slopes, Contractor and RE to discuss with RME in field during the pre-con.
- 9) E-stone in channel to have no geotextile under streambed. E-stone to be installed with a defined low flow centered channel, NOT level across; This condition applies to channel restoration and E-stone infill material.
- 10) E-stone mixture to be reviewed by RME prior to placement into structure and in restored stream bed..

**All provisions of this approval shall be made a part of the final construction contracts and documents.**

Portions of this state-owned or operated transportation project may be located in a municipality that participates in the National Flood Insurance Program (NFIP) and the project involves development activity (i.e. placement of fill, structural improvements, grading, excavating, etc...) within the Special Flood Hazard Area (SFHA) as delineated on the Flood Insurance Rate Map (FIRM) and/or within the ANR River Corridor. Coverage under the Department of Environmental Conservation (DEC) Flood Hazard Area & River Corridor (FHA&RC) General Permit may be required, coordinate a project review with the ANR Regional Floodplain Manager.

**Based on information provided in the application for approval under 19 V.S.A. Section 10(12), public notice of which is given by the posting of this permit by the town clerk, it is certified that there is reasonable assurance that the proposed work will be conducted in the manner consistent with applicable conditions of the Federal Pollution Control Act Amendment of 1972, Public Law 92-500.**

**Recent litigation involving the public trust doctrine raises concern that agency permits for stream alterations, dams or water quality certificates may be challenged for lack of jurisdiction or authority. We want to alert you to the possibility that litigation or legislative action may modify or retroactively affect the agency's decision.**

*If the project is constructed as described, as shown on the above referenced approved plans and according to the above conditions, there is no reason to expect any violation of the Vermont Water Quality Standards.*

Signed this 7th day of November 2023

Julie S. Moore, Secretary  
Agency of Natural Resources

by:   
Josh Carvajal, P.E.  
River Management Engineer

cc: Project e-file  
Regional Fisheries Biologist  
Regional Floodplain Manager

STATE OF VERMONT  
AGENCY OF NATURAL RESOURCES  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
WATERSHED MANAGEMENT DIVISION  
1 NATIONAL LIFE DRIVE, DAVIS 3  
MONTPELIER, VT 05620-3522

**DISCHARGE PERMIT**  
**NPDES Number: VTS007335**  
**Permit Number: 6760-INDC.1**

For stormwater discharges from the construction and construction-related activities associated with the construction of the **Pittsford-Brandon NH 019-3(494)** project located at **US Route 7, in the towns of Brandon and Pittsford, Vermont.**

In compliance with provisions of the following state and federal laws and rules: the Vermont Water Pollution Control statute, 10 V.S.A. Chapter 47, including §§1258, 1259 and 1263 and 1264; the Stormwater Permitting Rule (Chapter 22: Vermont Environmental Protection Rules); the Vermont Water Pollution Control Rules, Chapter 13, the federal Clean Water Act, as amended, 33 U.S.C. 1251 et seq., including 33 USC 1342(p); and the regulations of the federal Environmental Protection Agency including 40 CFR 122.26 and in accordance with terms and conditions hereinafter specified,

Permittee(s) and Co-Permittees: (All landowners and operators shall obtain coverage as co-permittees prior to the commencement of construction activities.)

**Vermont Agency of Transportation**  
**219 North Main Street**  
**Barre City, VT 05641**

are hereby authorized by the Secretary of the Agency of Natural Resources (ANR), to discharge stormwater runoff from construction and construction-related activities associated with the construction of Pittsford-Brandon NH 019-3(494) located at US Route 7, in the towns of Brandon and Pittsford, Vermont discharging to unnamed tributaries to Otter Creek.

This authorization incorporates by reference the following Erosion Prevention and Sediment Control Plan (EPSC Plan) provided by the applicant to the Secretary:

Plan Set Reference:

**VHB; Sheet 1, "Title Sheet", dated 08/21/23; Sheet 2, "Index of Sheets", dated 08/21/23; Sheet 3, "Conventional Symbology Legend Sheet", dated 08/21/23; Sheet 4-5, "Typical Section Sheets", dated 08/21/23; Sheet 6, "Material Transition Detail", dated 08/21/23; Sheet 7-9, "Stormwater Treat Detail Sheets", dated 08/21/23; Sheet 10-11, "EPSC Narrative Sheets", dated 08/21/23; Sheet 12, "EPSC Detail Sheet", dated 08/21/23; Sheet 13-16, "Phase Plan Sheets", dated 08/21/23; Sheet 17-33, "EPSC Existing Conditions Plan Sheets", dated 08/21/23; Sheet 34-99, "EPSC Construction Plan Sheets", dated 08/21/23; Sheet 100-116, "EPSC Final Plan Sheets", dated 08/21/23; Sheet 117-256, "Mainline Cross Section Sheets", dated 08/21/23; Sheet 257-262, "15+160 Drive Cross Section Sheets", dated 08/21/23; Sheet 263-267, "Dry Pond Cross Section Sheets", dated 08/21/23; VAOT Standard Detail E-10, "Rolled Erosion Control Product, Type I," dated 04/07/2020; VAOT**

**Standard Detail E-11, “Check Dam, Type I,” dated 04/07/2020; VAOT Standard Detail E-12, “Stabilized Construction Entrance,” dated 04/07/2020; VAOT Standard Detail E-13, “Inlet Protection Device, Type I,” dated 04/07/2020; VAOT Standard Detail E-14, “Inlet Protection Device, Type III,” dated 04/07/2020; VAOT Standard Detail E-15, “Silt Fence,” dated 04/07/2020**

## **Part I. Coverage Under this Permit**

### **A. Discharges Covered by this Permit**

Subject to compliance with the terms and conditions of this permit, this permit authorizes the discharge of pollutants in stormwater associated with the construction and construction-related activity associated with the construction of **Pittsford-Brandon NH 019-3(494)** located at US Route 7, in the towns of Brandon and Pittsford, Vermont discharging to **unnamed tributaries to Otter Creek**. This permit only applies to construction and construction-related activities performed in accordance with the approved EPSC Plan. This permit also authorizes discharges from excavation dewatering activities in accordance with Part II.H of this permit.

### **B. Limitations on Coverage**

1. The Secretary has determined that an individual permit is required for this project.
2. This permit does not authorize:
  - a. Discharges of post-construction regulated stormwater runoff from impervious surfaces regulated pursuant to Vermont’s stormwater statute (10 V.S.A. Section §1264) and Vermont Department of Environmental Conservation’s (DEC) Stormwater Permitting Rule (Chapter 22: Vermont Environmental Protection Rules);
  - b. Stormwater discharges not associated with construction and construction-related activities;
  - c. Stormwater discharges from construction and construction-related activities when the discharge or activity is likely to jeopardize the continued existence of any State or federally listed threatened or endangered species or result in the destruction or adverse modification of critical habitat.

### **C. Support Activities**

The permittee shall obtain permit coverage from the Secretary prior to the use of any support activities occurring outside of the identified project limits of disturbance (e.g., equipment staging areas, material storage areas, excavated material disposal areas and borrow areas). Support activities outside of the approved project boundaries shown in the EPSC Plan shall obtain coverage by amending this permit, or by obtaining coverage under a different individual discharge permit or under DEC’s General Permit for Stormwater Runoff from Construction Sites.

### **D. Co-Permittees**

1. In addition to the permittee, all landowners and operators associated with the construction activity who meet either of the following two criteria must obtain coverage under this permit as co-permittee prior to the commencement of construction activities:
  - a. The party has operational control over construction plans and specifications, including but not limited to the ability to make modifications to those plans and specifications; or

- b. The party has continuous day-to-day operational control of those activities authorized by the permit, which shall include all construction and construction-related activities involving earth disturbance and EPSC Plan implementation.

## **Part II. Erosion Prevention and Sediment Control Requirements**

### **A. Implementation of EPSC Plan**

1. Each permittee is responsible for implementing the approved EPSC Plan and shall at all times comply with the approved EPSC Plan or amended versions of the EPSC Plan updated in accordance with this permit.
2. The EPSC Plan is incorporated by reference and included in the terms of this permit, and each permittee shall implement the provisions of the EPSC Plan, and all amendments thereto, as a condition of this permit. Failure to comply with the EPSC Plan, and all amendments thereto, shall be deemed a violation of this permit and subject to potential enforcement.
3. Each permittee is responsible for ensuring that each co-permittee involved in construction activities is familiar with the terms and conditions of the EPSC Plan and that each co-permittee's activities are carried out in accordance with the EPSC Plan.
4. The permittee shall assure that construction of all small and large sediment control practices, where proposed on the site, are completed in accordance with the 2020 "The Vermont Standards and Specifications for Erosion Prevention and Sediment Control" prior to upslope earth disturbance of areas for which these features are designed to provide sediment control.
5. The permittee shall assure that, prior to earth disturbance within any area of the site located within 100 feet upslope of a stream or wetland, silt fence or approved perimeter control shall be installed in accordance with the 2020 "The Vermont Standards and Specifications for Erosion Prevention and Sediment Control" and the EPSC Plan at an appropriate distance down slope from disturbed areas and upslope from such waters.
6. The permittee shall install all required elements as set forth in the EPSC Plan within a given work area prior to earth disturbance within that work area. Earth disturbance includes, but is not limited to, stumping and grubbing of cleared areas.

### **B. On-Site Plan Coordinator (OSPC)**

1. The permittee shall designate a person as the OSPC who shall be directly responsible for on-site implementation of the EPSC Plan. Such person shall be knowledgeable in the principles and practice of erosion prevention and sediment controls and possess the skills to assess conditions at the construction site that could impact stormwater quality and to assess the effectiveness of all erosion prevention and sediment control measures selected to control the quality of stormwater discharges from the construction and construction-related activity.
2. The OSPC shall have the authority to stop and/or modify construction activities as necessary to comply with the EPSC Plan and the terms and conditions of this permit and shall be responsible for inspections and record keeping. The OSPC or their designee shall be on site on a daily basis during construction and construction-related activity. The OSPC does not have to be the permit applicant.
3. The name, email, and daytime telephone number of the OSPC shall be filed in writing by email with the DEC Stormwater Management Program district staff member prior to the commencement of construction and construction-related activities.

### **C. Maintenance of Erosion Prevention and Sediment Control Measures**

1. All erosion prevention and sediment control measures (Best Management Practices) identified in the EPSC Plan shall be maintained in effective operating condition. If site inspections required by Part III.A identify Best Management Practices (BMPs) that are not operating effectively, maintenance shall be performed as soon as possible and before the next storm or snowmelt event to maintain the continued effectiveness of the measures. If implementing BMPs is impracticable before the next storm or snowmelt event, then the affected area shall be stabilized temporarily until such time that the BMPs can be installed.
2. If existing BMPs need to be modified or if additional BMPs are necessary for any reason, implementation shall be completed before the next storm event. If implementing BMPs is impracticable before the next storm event, then the affected area shall be stabilized temporarily until such time that the BMPs can be installed. These instances shall be documented pursuant to OSPC inspections required under this permit.

D. Modifications to the EPSC Plan Identified as Necessary During Inspections

1. If, based upon inspections or investigations by representatives of the Secretary, it is determined that the EPSC Plan may not consider a given site condition and there is a reasonable potential to cause, or contribute to a release of a visibly discolored discharge, or other discharge from the construction site that would cause or contribute to a violation of Vermont's Water Quality Standards, the permittee shall be required to:
  - a. Modify the EPSC Plan and implement a project change to adequately address the identified concern within seven (7) calendar days following the inspection or per a schedule as otherwise established in a directive by the Secretary; or
  - b. Cease discharges of pollutants to surface waters from the construction activity; or
  - c. Submit valid and verifiable data with seven (7) days, to be reviewed and approved by the Secretary, containing information representative of current conditions, including stormwater discharges, and any known or identifiable impacts that occurred to waters, wetlands, or established buffers specific to stormwater discharges, including sediment transport or deposition.
2. At any time after issuing this permit, the Secretary may, in their sole discretion, determine that a stormwater discharge may cause, has reasonable potential to cause, or contribute to a violation of Vermont's Water Quality Standards. If such a determination is made, the Secretary will require the permittee to:
  - a. Amend the EPSC Plan to address adequately the identified water quality concerns.
  - b. Submit valid and verifiable data and information that are representative of ambient conditions and indicate that the receiving water is attaining water quality standards; or
  - c. Cease discharges of pollutants to surface waters from the construction activity.
3. The Secretary has the sole discretion to order a permittee to immediately stop all ongoing construction and construction-related activities upon a finding that a discharge or potential discharge from such activities presents a current or potential threat of harm to the environment. The Secretary's stop work order may also require the permittee to take all actions to prevent or correct the discharge or potential discharge. Any action taken by the Secretary pursuant to this subpart shall not limit the Secretary's authority to pursue other enforcement actions pursuant to 10 V.S.A Chapters 47 and 201.
4. Each revised EPSC Plan prepared pursuant to this Part shall be maintained on-site and shall be made available to the Secretary's representatives upon request.

#### E. EPSC Plan Availability

The permittee shall maintain a copy of the EPSC Plan, including any amendments thereto, and all records of co-permittee status for additional landowners and operators responsible for construction and construction-related activities onsite at all times. A copy of the EPSC Plan shall be made available to the Secretary, or his or her designated representative, upon request.

#### F. Project Changes

1. Project Changes That Do Not Require a Permit Amendment
  - a. Use of interchangeable practices found in "The Vermont Standards and Specifications for Erosion Prevention and Sediment Control". Interchangeable practices include those identified to serve similar or equivalent erosion prevention or sediment control.
  - b. A change that increases the total project-related earth disturbance by 10 percent or less than the previously authorized total, provided that
    - i. The increased area(s) of disturbance are contiguous to the disturbed area authorized.
    - ii. The permittee documents this change on a form provided by the Secretary. This documentation shall be completed and maintained on site with the permittee's existing authorization.
  - c. The use of active stormwater treatments, including flocculants, provided a permittee has obtained the Secretary's written approval and has revised any EPSC Plan applicable to the project.
    - i. When the use of active stormwater treatments, including flocculants, was not previously approved as part of an existing authorization, a permittee shall submit in writing a request for the Secretary's written approval, including a detailed description of the proposed use of active stormwater treatments and any additional information requested by the Secretary.
  - d. The permittee shall update the EPSC Plan prior to implementing any change in the design, construction, operation, or other procedure which would alter the grading plan, construction sequence, or the location or implementation of any BMPs.
  - e. An update to the EPSC Plan is required, if after taking corrective action, as required in Part III.B, it is determined that the EPSC Plan requires modification to be effective in future efforts in preventing erosion and controlling the discharge of sediment.
  - f. An update to the EPSC Plan is required if the Secretary makes this determination pursuant to Part II.D.1 of this permit.
  - g. The OSPC is authorized to implement project changes that involve substituting interchangeable erosion prevention and sediment control practices in "The Vermont Standards and Specifications for Erosion Prevention and Sediment Control". Interchangeable practices include those identified to serve similar or equivalent erosion prevention or sediment control. The substitution shall be noted on the on-site EPSC Plan.
  - h. For changes to the EPSC Plan other than substitution of interchangeable practices, the permittee shall have the EPSC Plan modified to reflect the change by either the original designer, a professional engineer licensed in the State of Vermont or a Certified Professional in EPSC. Such modification shall include a certification that the modified EPSC Plan meets the requirements of this permit and "The Vermont Standards and Specifications for Erosion Prevention and Sediment Control".

- i. All proposed changes to the EPSC Plan that do not conform to The Vermont Standards and Specifications for Erosion Prevention and Sediment Control must be submitted to the Secretary for formal approval prior to implementation of the changes in the field.
- j. Any project change involving earth disturbance substantially outside (non-contiguous) of the originally authorized limits of disturbance, provided the permittee submits to the Secretary request for written approval prior to implementation of the change. The Secretary may consider several factors in determining whether the change is substantial and requires an amendment to the permit. Such considerations may include, but are not limited to, size of additional area(s) to be disturbed, existing condition of area(s) to be disturbed, proximity to water resources and their buffers, proximity to existing development, and whether the change will present a reasonable potential to cause or contribute to water resources impacts.
- k. The modified EPSC Plan submitted pursuant to Part II.F.1(h) shall include:
  - i. A narrative description of the change(s);
  - ii. Justification for the change(s);
  - iii. An updated EPSC Plan sheets showing the proposed change(s);
  - iv. Any additional information required by the Secretary
2. Project Changes that Require an Amendment to the Permit
  - a. All project changes determined by the Secretary to present a reasonable potential to cause or contribute to water resource impacts.
  - b. Increases to the total project-related area of earth disturbance by more than 10 percent of the previously authorized total area of earth disturbance.
  - c. Increases to the total amount of concurrent earth disturbance.
  - d. Decreases in the effectiveness or length of vegetated buffers between the construction site earth disturbance and the receiving waters, such that the risk score calculated in the *Appendix A – Risk Evaluation of Vermont’s Construction General Permit 3-9020* and completed at the time of application, increases.
  - e. Increases to the slope or erodibility of soils within the limits of disturbance, such that the risk score calculated in the *Appendix A – Risk Evaluation of Vermont’s Construction General Permit 3-9020* and completed at the time of application, increases.
- G. Winter Construction Period (late fall/winter/early spring construction activities)
  1. If construction activities involving earth disturbance continue past October 15 or begin before April 15 (Winter Construction), the permittee shall implement Winter Construction EPSC practices as outlined in the EPSC Plan and as identified in "The Vermont Standards and Specifications for Erosion Prevention and Sediment Control".
  2. If a permittee plans to undertake construction activities during Winter Construction and the EPSC Plan does not identify EPSC measures during this time period, the permittee shall submit a stand-alone EPSC Plan for this late fall/winter/early spring work to the Secretary for formal approval prior to undertaking such activities. The submission shall include a narrative description of the proposed work and the stand-alone EPSC Plan shall include only this work. The stand-alone EPSC Plan shall be designed according to "The Vermont Standards and Specifications for Erosion Prevention and Sediment Control".

3. All possible measures will be taken to limit the exposure of soils during all late fall/winter/early spring construction activities. The Secretary reserves the right to require suspension of construction activities until after April 15 if late fall/winter/early spring construction is determined to present a significant risk to water quality. Also, the Secretary reserves the right to prohibit construction activities from October 15 through April 15 if construction activity during the Winter Construction Period is determined to present a significant risk to water quality.

#### H. Dewatering Activities

1. A site-specific dewatering plan shall be employed for any dewatering activities. The dewatering plan shall detail the following:
  - a. Nature of activity requiring dewatering;
  - b. Location of the dewatering pumpage show on plan;
  - c. EPSC practice(s) to be used during dewatering activities; and
  - d. Anticipated duration of dewatering activities.

The use of EPSC practice(s) for dewatering activities not included in the original EPSC Plan are subject to the requirements of Part II.F.

Pumpage from areas excavated for the construction of the project shall be treated or disposed of in such manner that any dewatering discharge to waters of the state is visibly clear and does not present a significant risk of environmental harm or significant risk to public health and safety. Prior to any dewatering activities which may result in the pumpage reaching State waters by surface flow, the permittee shall measure and document the turbidity value to ensure that it is sufficient to comply with the terms and conditions of this permit. The inspection reports shall contain information on when dewatering is being done, measures being utilized for treatment, and effectiveness of those measures.

If the receiving water is off-site, the permittee shall confirm the runoff flow path will not present a significant risk to environmental harm or public health and safety in route to the stormwater discharge location. If the stormwater discharge results in a significant risk of environmental harm or a significant risk to public health and safety, the permittee shall cease dewatering activities and evaluate whether the dewatering plan requires modification to minimize or prevent such risks.

#### I. Disturbance Limitations/Stabilization

1. The total earth disturbance associated with construction of this project is **30.64** acres. The maximum area of concurrent earth disturbance at any one time allowed under this permit is **5.91** acres.
2. All areas of earth disturbance must have temporary or final stabilization within **14** days of initial disturbance. After this initial 14-day period, all disturbance in these areas must be temporarily or permanently stabilized in advance of any runoff producing event. A runoff producing event is an event that produces runoff from the construction site. The following exception to the above stabilization requirements applies:
  - a. Stabilization is not required if the work is occurring in a self-contained excavation (i.e. no outlet for stormwater) with a depth of 2 feet or greater (e.g. underground utility installation). Areas of a construction site that drain to sediment basins are not considered eligible for this exemption and the exemption applies only to the excavated area itself.

#### J. Pre-construction Conferences

The permittee shall notify the Secretary of the planned start date and schedule a pre-construction conference at least two weeks prior to commencing construction. The pre-construction conference shall occur prior to initiating construction activities and shall be attended by the OSPC, EPSC Specialist, and a representative of the Secretary. At the discretion of the Secretary, a Pre-Construction Conference may be completed off-site from location of the project site and may also occur via video or phone conference if determined to be acceptable and preferable to all parties involved.

#### K. Presumption of Compliance with Vermont's Anti-Degradation Policy and Water Quality Standards

The Secretary has determined that the permitted discharges satisfy Vermont's Anti-Degradation Policy described in the DEC's Interim Anti-Degradation Implementation Procedure (Procedure), because the procedure allows a presumption of compliance for discharges that meet the requirements of a BMP or treatment and control manual as described in Section IX.D.1.a of the Procedure. The Secretary has also determined that for such discharges that qualify for the presumption under IX.D.1.a, all existing uses of surface waters, and the level of water quality necessary to protect those existing uses will be maintained and protected. The Secretary has determined that if the permittee is in full compliance with all permit conditions, including approved plans, sampling, monitoring, reporting and recordkeeping conditions, and is fully implementing stormwater BMPs required by this permit, the permitted discharges will meet the requirements of "The Vermont Standards and Specifications for Erosion Prevention and Sediment Control" and qualify for the presumption described in Section IX.D.1.a of the Procedure and will be presumed to comply with the Vermont Water Quality Standards, including but not limited to §1-03 (Vermont's Anti-degradation Policy).

### Part III. Inspections, Discharge Sampling, Corrective Action, and Recordkeeping

#### A. General Inspection Requirements

1. The permittee is responsible for inspecting and maintaining erosion prevention and sediment controls that minimize or eliminate pollutants in the discharge in accordance with the requirements of this permit.
2. Inspections shall be conducted at least once every seven (7) calendar days and as required in Part III.B of this permit.
3. During the Winter Construction period (October 15 through April 15), daily inspections shall be conducted of areas that have been disturbed and are not yet finally stabilized (70 percent vegetated cover or equivalent stabilization with stone or other material).
4. Inspections and corresponding reports may be reduced to not less than one (1) per month if the entire site is temporarily stabilized.
5. Inspections may be postponed indefinitely if the entire site has achieved final stabilization.
6. Inspections shall be conducted by, or under the direction of, the OSPC.
7. Inspections shall include all areas of the site disturbed by construction activity and construction-related activity, and all discharge locations, including areas with temporary stabilization.
8. An inspection report shall be completed for each inspection and signed by the OSPC or the person acting under the direction of the OSPC. At a minimum, each inspection report shall include:
  - a. The inspection date and time;
  - b. Names, titles, and qualifications of personnel making the inspection;

- c. A general description of weather information for the period since the last inspection (or since commencement of construction or construction-related activity if the first inspection) including a general description of any precipitation, any runoff of visibly discolored stormwater from the construction site and any discharges of visibly discolored stormwater from the construction site to waters of the state;
  - d. A description of current weather information, including approximate duration and accumulation of any precipitation or snowmelt, and a description of any runoff or discharges of visibly discolored stormwater from the site or to waters of the state occurring at the time of the inspection;
  - e. Confirmation that the inspection was performed during the precipitation or snowmelt event, and if not an explanation;
  - f. Location(s) of clear discharges of stormwater runoff from the site, with a description of any evidence of prior or current sediment transport at this location, including resuspension and transport of previously deposited sediment;
  - g. Location(s) of runoff or discharges of visibly discolored stormwater from the site or to waters of the state;
  - h. Location(s) of BMPs that need to be maintained;
  - i. Location(s) of BMPs that failed to operate as designed or proved inadequate for a particular location;
  - j. Location(s) where additional BMPs are needed that did not exist at the time of inspection;
  - k. Any corrective action required including any necessary changes to the EPSC Plan and implementation dates, to be completed prior to the next event that produces runoff from the construction site;
  - l. Description of areas that are currently disturbed, areas that have been temporarily stabilized, and/or areas that have achieved final stabilization since last inspection;
  - m. A description of the soil conditions (e.g. dry, wet, saturated); and
  - n. A certification that the construction activities are now in compliance with the EPSC Plan and this permit.
9. A record of each inspection report and of any actions taken in accordance with this Subpart shall be maintained on-site with the EPSC Plan and shall be made available upon request by the Secretary's representatives.
10. When site conditions occurring outside of the Winter Construction period (October 15 – April 15) are similar to winter conditions (e.g. snow cover, frozen ground and/or saturated soils) within the areas of planned earth disturbance, the appropriate winter restrictions from the 2020 "The Vermont Standards and Specifications for Erosion Prevention and Sediment Control" selected by the OSPC shall be applied to the portions of the site that are experiencing those conditions.
- B. Inspection, Sampling and Corrective Action Requirements
1. As soon as reasonably possible, during, or after, every rainfall event or snowmelt event which produces runoff from the construction site, the OSPC shall inspect for the runoff of visibly discolored stormwater from the construction site. If there is runoff of visibly discolored water from the construction site, the OSPC shall as soon as practicable inspect and maintain BMPs for compliance with the approved EPSC plan. For purposes of this permit, "construction site" shall mean the land or water area where any facility or activity is physically located or conducted, including adjacent land used in connection with the facility or activity or the area of earth disturbance directly associated with the permitted construction activity.

2. If after inspecting and maintaining existing BMPs in accordance with Part III.B.1, the runoff of visibly discolored stormwater continues, the OSPC shall sample the runoff as follows:
  - a. A turbidity sample shall be taken at each point where visibly discolored stormwater runs off the construction site. Samples shall be representative of the flow and characteristics of the runoff.
  - b. If due to unexpected circumstances an OSPC is unable to sample during periods of runoff, the monitoring report shall include a brief explanation of such circumstances.
  - c. Sampling is required at all points where visibly discolored stormwater runoff from disturbed areas that have not been finally stabilized leaves the construction site.
  - d. All sampling points shall be identified on the EPSC Plan site map and be clearly marked in the field with a flag, tape, stake, or other visible marker.
  - e. After approval by the Secretary, sampling may be discontinued at those points of stormwater runoff that are deemed to pose no risk of discharge to waters of the state.
3. If the turbidity sample taken is 25 NTU or lower, no further sampling or action is required during this particular event.
4. If the turbidity sample taken is greater than 25 NTU:
  - a. The OSPC shall as soon as practicable evaluate the need for supplemental BMPs and install such BMPs as necessary to correct the runoff.
  - b. The OSPC shall, within 72 hours of first discovering the runoff, submit a written report about the runoff and resulting corrective action to the Secretary. The report shall:
    - i. Be on a form provided by the Secretary
    - ii. Describe the cause, time and date, and location of the runoff;
    - iii. Describe the status of construction and conformance with the EPSC Plan at the time of the runoff;
    - iv. Detail the corrective action taken to stop the runoff, including a description of the actions taken, their location, and the time and date of the corrective action; and
    - v. Be copied and a copy retained on-site with the EPSC Plan.
  - c. The EPSC Plan shall be updated within 72 hours to reflect the actions taken.
5. After taking the actions required in Part III.B.4.a above, and if the runoff of visibly discolored stormwater continues, the OSPC shall again follow the inspection and sampling requirements in Part III.B.2 above. If the turbidity sample is less than 25 NTU then no further action is needed. If the turbidity sample is greater than 25 NTU, the OSPC shall immediately notify DEC's Stormwater Program. The Secretary may require the OSPC to reevaluate existing BMPs and install supplemental BMPs as necessary to correct the runoff. At the Secretary's discretion, the OSPC may also be required to continue sampling runoff daily when runoff is occurring until:
  - a. Turbidity is 25 NTU or lower; or
  - b. The runoff stops or is eliminated.

#### C. Recordkeeping

1. The following records shall be maintained on-site with the EPSC Plan:
  - a. Inspection reports prepared pursuant to Part III.A of this permit;
  - b. Discharge Reports, Corrective Action reports and Summaries of Releases prepared pursuant to Parts III.B and VIII.C of this permit;

- c. Notices of Addition or Termination of Co-Permittees submitted to the Secretary in accordance with Part V of this permit;
  - d. Any Notices of Termination for Portions of the On-going Construction Site in accordance with Part V of this permit; and
  - e. Any project changes or amendments to the EPSC Plan required by this permit, including the initials of the person or persons that revised the plans with dates of revision.
2. A copy of the authorized EPSC Plan shall be on-site during normal working hours from the date of commencement of construction activities to the date of final stabilization. EPSC Plans shall be made available upon request by the Secretary's representatives. The EPSC Plan maintained on site may be available in paper format or in electronic format via a computer maintained on the project site.
  3. The OSPC shall have a copy of the EPSC Plan and all amendments available at a central location on-site for the use of all those identified as having responsibilities under the EPSC Plan whenever they are on the construction site.
  4. The permittee shall post a Notice of Authorization, provided by the Secretary, demonstrating authorization under this permit. The notice shall be placed near the construction entrance at a location visible to the public. If displaying near the main entrance is infeasible, the notice shall be posted in a local public building such as the municipal office or public library. For linear projects, the notice shall be posted at a publicly accessible location near the active part of the construction project (e.g., where a utility project crosses a public road) or, in the event posting in a publicly accessible location near the active part of the project is infeasible, the permittee shall post in a local public building such as the municipal office or public library.

#### **Part IV. EPSC Specialist Oversight**

##### **A. EPSC Specialist**

1. In addition to the regular inspections required under Part III.A., the permittee shall designate an EPSC Specialist who will be responsible for performing environmental inspections during the project; confirming water resources protection throughout the project, assisting the permittee(s) with EPSC Plan implementation, and for related record keeping and reporting to the Secretary per the schedule established in this permit. The name, address, telephone number, email address, and basic qualifications of the person shall be provided to the Secretary for approval before the commencement of construction. This person shall not be the OSPC.
2. The EPSC Specialist shall determine, confirm, and report whether the EPSC Plan is being implemented and that appropriate revisions or updates are being made to the EPSC Plan when the EPSC Plan proves inadequate. In addition, the EPSC Specialist shall, in conjunction with the OSPC bear the responsibility of reviewing the site to ensure compliance with the approved EPSC Plan and to direct corrective action in accordance with Part III.B of this permit.
3. The EPSC Specialist shall notify the permittee(s) and operator(s) when changes in practice are necessary to comply with the EPSC Plan and the terms and conditions of this permit. The EPSC Specialist shall be responsible for inspections, photo documentation, and record keeping and shall, biweekly during earth disturbance activities and monthly during no earth disturbance activities, file by email to DEC Stormwater Program district staff, a report outlining:
  - a. Construction status;
  - b. Dates of inspection(s)
  - c. EPSC practices installed and removed since last report;

- d. New measures undertaken subsequent to the prior report;
  - e. Erosion problems encountered and how and when resolved;
  - f. Discussion and summary of OSPC inspection reporting as described within Part III.B.1;
  - g. Status of the project in terms of consistency with the planned construction sequence;
  - h. Description, including location and total area (acres), of disturbed land at the time of the inspection;
  - i. Description of areas temporarily or permanently stabilized since the last inspection record;
  - j. Changes in the EPSC Plan that are required (including submission for authorization from the Secretary, when necessary);
  - k. When dewatering is underway, discussion and photographs of measures being utilized for treatment, and turbidity monitoring results in conformance with Part III.H of this permit;
- l. Photographs of areas stabilized since the prior report;
  - m. Photographs of all disturbed areas;
  - n. Photographs of receiving water(s) at turbidity monitoring location(s); and
  - o. All turbidity monitoring results collected since prior report in accordance with Subpart III.B of this permit.
4. Prior to commencement of construction or construction-related activities, the EPSC Specialist shall present to the Secretary for approval the proposed reporting format. Construction may not commence prior to the Secretary's written approval of the reporting format and schedule for report submittal. Bi-weekly reports shall be submitted by the Wednesday, or as soon as responsibly possible, following the end of the bi-weekly period. The Department may approve an alternative reporting deadline to the permittee in writing. EPSC Specialist reports shall be filed via email with DEC Stormwater Program district staff. Submittal of reports by mail to the mailing address below will not be accepted without prior approval:

Department of Environmental Conservation  
Watershed Management Division  
Stormwater Management Program  
One National Life Drive, Davis 3  
Montpelier, VT 05620-3522

5. Each inspection report shall be prepared in consultation with the OSPC, shall include a review of the OSPC's inspection reports since the last inspection period, and shall be signed by the EPSC Specialist.

## **Part V. Transfers of Permit, Co-Permittees, and Termination**

- A. Transfer of Permit Coverage
1. A transfer of this permit may occur only in connection with the transfer of the entire construction site to a new owner.
  2. A Notice of Transfer must be submitted to the Secretary not later than thirty (30) days prior to the transfer and shall include the following:
    - a. The name and address of the present permittee;
    - b. The name and address of the prospective permittee;
    - c. The proposed date of transfer; and

- d. A statement signed by the prospective permittee, stating that:
- i. The conditions of the facility operation that contribute to, or affect, any discharge will not be materially different under the new ownership;
  - ii. The prospective permittee has read and is familiar with the terms of the permit and agrees to comply with all the terms and conditions of the permit; and
  - iii. The prospective permittee has adequate funding or other means to affect compliance with all the terms of the permit.

**B. Adding or Terminating Co-Permittees**

1. An owner or principal operator may be added as a co-permittee by filing a Notice of Addition of Co-Permittee form with the Secretary. The Co-Permittee shall be subject to all the terms and conditions of this permit and the EPSC Plan.
2. If the owner of the construction site obtains coverage under this permit and the owner is not the principal operator or the sole principal operator, then all principal operators shall obtain coverage as co-permittees in accordance with this Subpart prior to the commencement of construction activities.
3. A co-permittee may be terminated as a Co-Permittee by filing a Notice of Termination of Co-Permittee form on a form provided by the Secretary. The Co-Permittee shall only be terminated from the permit upon approval by the Secretary.

**C. Notice of Termination for Portions of an On-going Construction Site**

1. A permittee may submit a Notice of Termination (NOT) for a portion of the on-going construction project in the following instances:
  - a. When final stabilization has been achieved on the portion of the site for which termination is sought;
  - b. When title to a portion of the construction site has been transferred to a new owner and the new owner has obtained separate coverage under an individual construction permit or DEC's General Permit 3-9020 for Stormwater Runoff from Construction Sites (February 2020) or its replacement;
  - c. When another operator has assumed control over the portion of the site for which termination is sought and the new operator has obtained coverage under an individual construction permit or DEC's General Permit 3-9020 for Stormwater Runoff from Construction Sites (February 2020) or its replacement;
  - d. For residential construction only, temporary stabilization has been completed and the residence has been transferred to the homeowner.
2. To obtain a notice of termination for a portion of an on-going construction site, the permittee shall follow the requirements of Part V.E of this permit.

**D. Notice of Termination for the Entire Construction Site**

1. The permittee may submit a NOT for the entire construction site in the following instances:
  - a. Final stabilization has been achieved on the entire construction site for which the permittee is responsible;
  - b. Another operator has assumed control over all areas of the site that have not been finally stabilized and has obtained permit coverage; or
  - c. Coverage under an individual or DEC's General Permit 3-9020 for Stormwater Runoff from Construction Sites (February 2020) or its replacement has been obtained.

2. To obtain a notice of termination for the entire construction site, the permittee shall follow the requirements of Part V.E of this permit.
- E. Submitting a Notice of Termination
1. A permittee shall submit a complete and accurate NOT, on a form provided by the Secretary.
  2. A NOT shall include, at a minimum, the following information:
    - a. The permit number for which termination is sought;
    - b. The basis for submission of the NOT;
    - c. The owner's and operator's name, address and telephone number;
    - d. The name of the project and address (or a description of location if no street address is available) of the construction site for which the notification is submitted;
    - e. A certification statement, signed and dated by the OSPC and by an authorized representative as defined in the signature requirements in Part VIII.I, and the name and title of that authorized representative; and
    - f. If the NOT is for only a portion of an ongoing construction project, a description of the portion of the site to which the NOT will apply and a plan showing the boundaries of this portion.

### **Part VI. Violation of Permit Requirements; Enforcement**

- A. The permittee shall comply with all terms and conditions of this permit. Any permit noncompliance constitutes a violation of 10 V.S.A. Chapter 47 and the federal Clean Water Act and is grounds for an enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.

### **Part VII. Appeals**

- A. Renewable Energy Projects – Right to Appeal to Public Utility Commission

Any appeal of this decision must be filed with the clerk of the Vermont Public Utility Commission pursuant to 10 V.S.A. §8506 within 30 days of the date of this decision. The appellant must file with the Clerk an original and six copies of its appeal. The appellant shall provide notice of the filing of an appeal in accordance with 10 V.S.A. §8504(c)(2) and shall also serve a copy of the Notice of Appeal on the Vermont Department of Public Service. For information, see the Rules and General orders of the Public Utility Commission available online at [www.puc.vermont.gov](http://www.puc.vermont.gov). The address for the Public Utility Commission is 112 State Street Montpelier, Vermont 05620-2701 (Tel. #802-828-2358).

## B. All Other Projects – Right to Appeal to Environmental Court

Pursuant to 10 V.S.A. Chapter 220, if this decision relates to all other projects, any appeal of this decision must be filed with the clerk of the Environmental Court within 30 days of the date of the decision. The appellant must attach to the Notice of Appeal the entry fee of \$250.00 payable to the State of Vermont. The Notice of Appeal must specify the parties taking the appeal and the statutory provision under which each party claims party status; must designate the act or decision appealed from; must name the Environmental Court; and must be signed by the appellant or their attorney. In addition, the appeal must give the address or location and description of the property, project or facility with which the appeal is concerned and the name of the applicant or any permit involved in the appeal. The appellant must also serve a copy of the Notice of Appeal in accordance with Rule 5(b)(4)(B) of the Vermont Rules for Environmental Court Proceedings. For additional information, see the Vermont Rules for Environmental Court Proceedings, available online at [www.vermontjudiciary.org](http://www.vermontjudiciary.org) or call (802) 951-1740. The address for the Environmental Court is 32 Cherry Street, 2nd Floor Suite 303, Burlington, Vermont 05401.

## Part VIII. Standard Permit Conditions

### A. Permit Actions

This permit may be modified, revoked and reissued, or terminated for cause as set forth in Stormwater Permitting Rule § 22-310 (Environmental Protection Rules, Ch. 22). The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

### B. Limitations

1. This permit conveys no vested rights or exclusive privileges. The permit conveys no title to land nor authorizes any injury to public or private property. The permit does not authorize infringement of any applicable federal, state or local laws or regulations nor obviate the necessity of obtaining such additional permits as may be required.
2. Nothing in this permit shall be construed as having relieved, modified, or in any manner affected the permittee's ongoing obligation to comply with all other federal, state or local statutes, regulations or directives applicable to the permittee in the operation of its business, nor does it relieve the permittee of the obligation to obtain all necessary federal, state and local permits.

### C. Prohibitions

1. This permit does not relieve any person of the federal reporting requirements of 40 Part 110, 40 Part 117 and 40 Part 302 relating to spills or other releases of oils or hazardous substances. Nothing in this permit shall be construed to preclude the institution of legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under 10 V.S.A. § 1281. This permit does not authorize the discharge of hazardous substances or oil resulting from an on-site spill.
2. If a release of oil or hazardous substances in excess of reportable quantities occurs, the permittee must modify the EPSC Plan required under Part III within 7 calendar days of knowledge of the release to: provide a description of the release, the circumstances leading to the release, and the date of the release. The EPSC Plan must identify measures to prevent the reoccurrence of such releases and to respond to such releases.

3. Discharges of any material other than stormwater, such as vehicle and equipment maintenance spills, fuels, wash water, construction debris, oil, wet concrete (including washout water from concrete batch trucks or equipment used to mix concrete), and other substances are prohibited.
4. Sediments and other pollutants collected and removed in the course of treatment of stormwater runoff shall be disposed in a manner that will not result in the sediments and pollutants entering waters of the State.

#### D. Right of Entry

The permittee shall allow the Secretary and their authorized representatives, at reasonable times, and upon presentation of credentials, to:

1. Enter upon and inspect the property on which the construction activities are occurring or the premises where records must be kept under the conditions of this permit;
2. Have access to and copy, at reasonable times, any records required to be kept pursuant to the permit;
3. Inspect at reasonable times any facilities, equipment – including monitoring and control equipment – practices, or operations regulated or required under this permit; and;
4. Sample or monitor at reasonable times any construction-related discharges.

#### E. Historic Properties

Each permittee must comply with any applicable state and local laws concerning the protection of historic properties and places.

#### F. Retention of Records

The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit for a period of at least five years from the date of the sample, measurement, report, or application, in accordance with Stormwater Permitting Rule § 1201(c) (Environmental Protection Rules, Ch. 22). This period may be extended by request of the Secretary at any time.

#### G. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

#### H. Duty to Mitigate

A permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

#### I. Signatory Requirements

1. All applications must be signed as follows:
  - a. For a corporation: by a responsible corporate officer. For the purposes of this section, a responsible corporate officer means:
    - i. A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation;

- ii. The manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
  - b. For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or
  - c. For a municipality, State, Federal or other public agency: by either a principal executive officer or a ranking elected official. For purposes of this section, a principal executive officer of a Federal Agency includes: the chief executive officer of the agency or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency.
2. All reports required by this permit, including but not limited to EPSC Plans, must be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:
  - a. The authorization is made in writing by a person described above;
  - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. A duly authorized representative may thus be either a named individual or any individual occupying a named position.
  - c. The signed and dated written authorization is included in the EPSC Plan. A copy must be submitted to the Secretary, if requested.
3. Any person signing documents required under the terms of this permit must include the following certification:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

  - J. Duty to Reapply
  - If a discharge from the construction site is anticipated to continue after the expiration date of this permit, the permittee must reapply for coverage under a new permit sixty (60) days prior to the expiration date of this permit.
  - K. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control which are installed or used by the permittee to achieve compliance with the conditions of this permit.

#### L. Notice of Planned Changes

The permittee shall give notice to the Secretary as soon as possible of any planned physical alterations to the permitted facility.

#### M. Notice of Anticipated Noncompliance

The permittee shall give advance notice to the Secretary of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

#### N. Duty to Provide Information

The permittee shall furnish to the Secretary, within a reasonable time, any information which the Secretary may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine noncompliance with this permit. The permittee shall also furnish to the Secretary upon request, copies of records to be kept pursuant to this permit. Where the permittee becomes aware that it failed to submit any relevant facts in a permit application or submitted incorrect information in a permit application or in a report to the Secretary, it shall promptly submit such facts or information.

#### O. Penalty for Permit Violation

10 V.S.A. Section 1275(a) provides that:

Any person who violations any provision of this subchapter or who fails, neglects, or refuses to obey or comply with any order or the terms of any permit issued in accordance with this subchapter, shall be fined not more than \$25,000.00 or imprisoned not more than six months, or both. Each violation may be a separate offense, and, in the case of a continuing violation, each day's continuance may be deemed a separate offense.

10 V.S.A. Section 8010(c) provides that:

A penalty of not more than \$42,500 may be assessed for each determination of a separate violation. In addition, if the secretary determines that a violation is continuing the secretary may assess a penalty of not more than \$17,000.00 for each day the violation continues. The maximum amount of penalty assessed under this subsection shall not exceed \$170,000.00.

#### P. Penalty for False Statement

10 V.S.A. Section 1275(b) provides that:

Any person who knowingly makes any false statement, representation or certification in any application, record, report, plan, or other document filed or required to be maintained under this subchapter, or by any permit, rule, regulation or order issued under this subchapter, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this subchapter or by any permit, rule, regulation, or order issued under this subchapter, shall upon conviction, be punished by a fine of not more than \$10,000.00 or by imprisonment for not more than six months, or by both.

#### Q. Severability

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

**R. Monitoring**

Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

**S. Twenty-four-hour Reporting**

Unless provided otherwise by this permit, the permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

**Part IX. Effective Date of Permit and Permit Term**

This permit shall become effective on October 2, 2023 and shall expire on October 1, 2028. The permittee shall reapply for coverage at least sixty (60) days prior to the expiration if the project has not achieved final stabilization or if the construction activities are expected after the date of expiration.


Dated October 02, 2023

Julia S. Moore, Secretary  
Agency of Natural Resources



By:

Thomas A. Benoit Sr., Construction and Industrials Section Supervisor  
Stormwater Management Program

<p><b>Notice of Authorization</b> Individual Discharge Permit for Stormwater Runoff from Construction Activities</p>	
<p><b>Project Name: Pittsford-Brandon NH 019-3(494)</b> <b>Permittee Name(s): Vermont Agency of Transportation</b></p>	<p><b>Permit Number: 6760-INDC.1</b> <b>Date of Issuance: 10/2/2023</b> <b>Date of Expiration: 10/1/2028</b></p>
<p><i>The above project has been issued an Individual Permit to discharge stormwater for the construction of the Pittsford-Brandon NH 019-3(494) project. This project involves the reconstruction of 2.673 kilometers of US Route 7 in the Towns of Pittsford and Brandon Vermont. Work to be performed includes the removal and disposal of the existing concrete road, the widening and full depth reconstruction of U.S. Route 7, replacement of Bridge 110 (box culvert), extension of Bridges 111 and 112 (box culverts), grading, drainage and stormwater infrastructure insillation, relocation of aerial utilities, paving and necessary approach work.</i></p>	
<p>This permit includes the following requirements:</p> <ol style="list-style-type: none"><li>1. Implementation of the authorized site-specific Erosion Prevention and Sediment Control Plan.</li><li>2. All areas of disturbance must have temporary or final stabilization within 14 days of the initial disturbance. After this time, any disturbance in the area must be stabilized in advance of any runoff producing event. The following exceptions apply:<ol style="list-style-type: none"><li>a. Stabilization is not required if work is occurring in a self-contained excavation (i.e. no outlet for stormwater) with a depth of 2 feet or greater.</li><li>b. During Winter Construction areas of disturbed soil must be stabilized prior to any runoff producing event, in accordance with the previous exception.</li></ol></li><li>3. The total earth disturbance associated with construction of this project is approximately 30.64 acres. The maximum area of earth disturbance at any one time allowed under this permit is 5.91 acres.</li><li>4. With certain exceptions described in Part III A. of the permit, Inspections shall be conducted at least once every seven (7) calendar days and as soon as reasonably possible, during, or after, every rainfall event which produces runoff from the construction site.</li><li>5. If there is a discharge of visibly discolored stormwater from the construction site or from the construction site to waters of the State, the permittee shall inspect and maintain Best Management Practices as soon as practicable and take corrective action in accordance with Part III. B. of this permit.</li><li>6. The On-site Plan Coordinator shall have a copy of the EPSC Plan and all amendments available at a central location on-site for the use of all those identified as having responsibilities under the EPSC Plan whenever they are on the construction site. If an on-site location is unavailable to store the EPSC Plan when no personnel are present, notice of the plan's location shall be posted near the main entrance at the construction site.</li></ol>	
<p>To request information on this authorization or to report compliance concerns please contact:</p> <p><b>Vermont DEC, Watershed Management Division</b> <b>Davis Building, Third Floor</b> <b>One National Life Drive</b> <b>Montpelier, VT 05620-3222</b> <b>(802) 828-1115</b></p> <p>[See next page for posting requirements]</p>	

Permit Number: 6760-INDC.1  
NPDES Permit Number: VTS007335  
Permit Name: Pittsford-Brandon NH 019-3(494)

**Permittee Directions for Posting:**

This notice shall be placed near the construction entrance at a location visible to the public. If displaying near the main entrance is infeasible, the notice shall be posted in a local public building such as the town hall or public library. For linear projects, the notice shall be posted at a publicly accessible location near the active part of the construction project (e.g. where a pipeline project crosses a public road or at a project staging area).

VERMONT DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
AUTHORIZATION TO DISCHARGE UNDER  
GENERAL PERMIT 3-9050

A determination has been made that the applicant(s):

Vermont Agency of Transportation  
Dill Building  
2178 Airport Road  
Barre, VT 05641

Impervious Area: 10.09 acres

meets the criteria necessary for inclusion under General Permit 3-9050. Hereinafter, the named applicant shall be referred to as the permittee. Subject to the conditions of General Permit No. 3-9050, the permittee is authorized to discharge stormwater as described herein:

*Project Name:* Pittsford-Brandon NH 019-3(494)

*Project Location:* US Route 7, from 1 mile south of Pittsford/Brandon town line to 0.66 miles north of the town line in Pittsford, Vermont

*Receiving Waters:*

- Otter Creek
- Unnamed Tributary to Otter Creek

*Replacing Permit #(s):* 6760-9010.A

*Manner of Discharge:* S/N 001: Stormwater runoff from US Route 7 via grass treatment channels discharging to an unnamed tributary to Otter Creek.

S/N 002: Stormwater runoff from US Route 7 via grass treatment channels and disconnection credit discharging to Otter Creek.

S/N 003: Stormwater runoff from US Route 7 via grass treatment channels into a dry detention basin discharging via outlet control structure to an unnamed tributary to Otter Creek.

*Design:* This project shall be constructed and operated in accordance with the site plans and details designed by Vermont Agency of Transportation;

Sheets 1 through 21 of 21, all titled "Pittsford-Brandon NH 019-3(494), all dated January 24, 2012; and all supporting information.

By reference, the above noted plans are made part of this authorization.

Compliance with General Permit 3-9050 and this Authorization

The permittee shall comply with this authorization and all the terms and conditions of General Permit 3-9050, including the payment of annual operating fees to the Department. A billing statement for such fees will be sent to the permittee each year. An invoice for the first year's operating fee will be sent separately. Any permit non-compliance, including a failure to pay the annual operating fee, constitutes a violation of 10 V.S.A. Chapter 47 and may be grounds for an enforcement action or revocation of this authorization to discharge.

Construction of the Stormwater Management System:

The stormwater management system as described in the approved design above shall be installed prior to the discharge of stormwater from any new or redeveloped impervious surface covered by this authorization. Where stormwater from existing impervious surface is being treated pursuant to "Site Balancing", per the approved design, the stormwater system treating such areas shall be installed prior to the discharge of stormwater from new or redeveloped impervious surface.

For any existing impervious surface covered by this authorization, except for existing impervious surfaces used for Site Balancing, as noted above, the stormwater management system as described in the approved design above shall be installed no later than 4/28/2030.

#### Annual Inspection and Report

The stormwater management system shall be properly operated. The permittee shall submit an annual inspection report on the operation, maintenance and condition of the stormwater management system. The inspection report shall be submitted regardless of whether the project has been constructed. The inspection shall be conducted between the conclusion of spring snow melt and June 15th of each year and the inspection report shall be submitted to the Secretary by July 15th of each year, or by July 30th if performed by a utility or municipality pursuant to a duly adopted stormwater management ordinance. The inspection report shall note all problem areas and all measures taken to correct any problems and to prevent future problems. The online submittal system, ANR Online, can be accessed at <https://anronline.vermont.gov>.

#### Initial Statement of Compliance

An initial statement of compliance, signed by a designer, must be submitted to the Stormwater Management Program no later than 30 days following completion of construction of the stormwater management system. Forms for completing this requirement are available on the Stormwater Management Program's website. The online submittal system, ANR Online, can be accessed at <https://anronline.vermont.gov>.

#### Transferability

This authorization to discharge is not transferable to any person except in compliance with Part 8.4 of General Permit 3-9050. A copy of General Permit 3-9050 is available from the Department via the internet at [https://dec.vermont.gov/sites/dec/files/wsm/stormwater/docs/2020\\_09\\_01%20Final%20GP%203-9050.pdf](https://dec.vermont.gov/sites/dec/files/wsm/stormwater/docs/2020_09_01%20Final%20GP%203-9050.pdf)

#### Changes to Permitted Development

In accordance with Part 8.6. of General Permit 3-9050, the permittee shall notify the Department of any planned development or facility expansions or changes that may result in new or increased stormwater discharges. The Department shall determine the appropriateness of continued inclusion under General Permit 3-9050 by the modified development or facility.

#### Recording in Land Records

The permittee shall record in the local land records, within 30 days of issuance of this authorization, a one-page notice of permit coverage. A one-page notice form may be obtained from the Secretary. A copy of the recording shall be provided to the Secretary within 14 days of the permittee's receipt of a copy of the recording from the local land records. Permits for public linear transportation projects shall be exempt from this requirement provided the permit is retained by the permittee in the official project file.

#### Right to Appeal

(A) Pursuant to 10 V.S.A. Chapter 220, any appeal of this permit, except for appeal of a renewable energy plant as described in (B), must be filed with the clerk of the Environmental Division of the Superior Court within 30 days of the date of the decision. The notice of appeal must specify the parties taking the appeal and the statutory provision under which each party claims party status; must designate the act or decision appealed from; must name the Environmental Division; and must be signed by the appellant or the appellant's attorney. In addition, the appeal must give the address or location and description of the property, project, or facility with which the appeal is concerned and the name of the applicant or any permit involved in the appeal. The appellant must also serve a copy of the notice of appeal in accordance with Rule 5(b)(4)(B) of the Vermont Rules for Environmental Court Proceedings. For further information, see the Vermont Rules for Environmental Court Proceedings.

(B) If this permit relates to a renewable energy plant for which a certificate of public good is required under 30 V.S.A. § 248, any appeal of this decision must be filed with the Vermont Public Utility Commission pursuant to 10 V.S.A. § 8506. This section does not apply to a facility that is subject to 10 V.S.A. § 1004 (dams before the Federal Energy Regulatory Commission), 10 V.S.A. § 1006 (certification of hydroelectric projects), or 10 V.S.A. Chapter 43 (dams). Any appeal under this section must be filed with the clerk of the Public Utility Commission within 30 days of the date of this decision; the appellant must file with the clerk an original and six copies of its appeal. The appellant shall provide notice of the filing of an appeal in accordance with 10 V.S.A. § 8504(c)(2) and shall also serve a copy of the notice of appeal on the Vermont Public Service Department. For further information, see the Rules and General Orders of the Public Utility Commission.

Effective Date and Expiration Date of this Authorization

This authorization to discharge shall become effective on April 29, 2025 and shall expire on April 28, 2030. The permittee shall reapply for coverage prior to the expiration of this authorization.

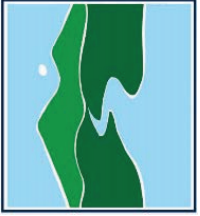
Dated April 29, 2025.

Julia S. Moore, Secretary  
Agency of Natural Resources



By:

Kevin Burke, Program Manager  
Stormwater Management Program



VERMONT DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION  
**WATERSHED**  
MANAGEMENT DIVISION  
STORMWATER PROGRAM

**Town Recording of Permit Issued**  
**FOR STORMWATER DISCHARGE PERMIT BY THE VERMONT**  
**DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

Notice is hereby given that the Vermont Department of Environmental Conservation gives authorization to discharge pursuant to a general stormwater discharge permit that has been issued to Permittee(s) named herein for the discharge of stormwater runoff for the property identified below from impervious surfaces (e.g. roadways, rooftops, parking lots, walkways) pursuant to 10 V.S.A. 1264. The authorization requires treatment and control of stormwater runoff, long-term maintenance of the treatment and control structures and payment of yearly operational fees.

Permittee(s): **Vermont Agency of Transportation**

Permit/Authorization Number: **6760-9050**

911 Address of Property: **US Route 7, from 1 mile south of Pittsford/Brandon town line to 0.66 miles north of the town line, Pittsford**

Name of association (if applicable): \_\_\_\_\_  
(condominium, subdivision or planned community)

Printed Name of Permittee or Authorized Representative: \_\_\_\_\_

Signature of Permittee or Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR TOWN CLERK USE ONLY:**

Recorded under Book: \_\_\_\_\_ Page: \_\_\_\_\_

Date Recorded with Town: \_\_\_\_\_ Signature / Stamp: \_\_\_\_\_

\*\*\*\*

**Recording information for Municipal Clerks** - please index this document listing the State of Vermont, Department of Environmental Conservation as "Grantee," and listing the above-named Permittee(s) as "Grantor(s)." Additionally, if this notice lists the name of a condominium, subdivision or planned community association, please list the named association as an additional "Grantor."

*Can be Completed by Clerk or Permittee:*

**Please upload this completed form to ANR Online by visiting the following link**  
**[https://anronline.vermont.gov/?formtag=WS\\_Storm\\_TownRecording](https://anronline.vermont.gov/?formtag=WS_Storm_TownRecording)**



**VERMONT AGENCY OF NATURAL RESOURCES  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**INDIVIDUAL WETLAND PERMIT**

In the matter of:

Vermont Agency of Transportation c/o Jessie Johnson  
219 North Main Street  
Barre, VT 05641

**Application for the full-depth reconstruction and road widening project within a portion of US Route 7 (US-7) with proposed impacts to 51, 620 square feet of wetland and 63,805 square feet of buffer zone.**

Route 7, Brandon and Pittsford

File #: 2020-678

Date of Decision: February 21, 2024  
Permit Decision: **Approved**  
Permit Expiration: February 21, 2029

Any activity in a Class I or Class II wetland or its associated buffer zone is prohibited unless it is an allowed use under the Vermont Wetland Rules (VWR) or unless it receives a permit allowing such activity. 10 V.S.A. § 913. Applicants for an individual permit for a proposed activity in any Class I or Class II wetland or its buffer zone must demonstrate that the proposed activity complies with the VWR and will have no undue adverse effects on protected functions and values. VWR § 9.5(a).

The Vermont Agency of Natural Resources (Agency) received an application dated December 11, 2023 from Vermont Agency of Transportation c/o Jessie Johnson (permittee) seeking an individual Vermont Wetland Permit for a project involving activities in a wetland wetlands and associated buffer zones located in Brandon and Pittsford, Vermont. The Agency gave notice of the application in accordance with the VWR. The Agency considered all comments received during the public comment period during review of the application and issuance of this permit.

**DECISION AND PERMIT CONDITIONS**

1. Based on the Findings contained in this permit below, the Secretary has determined that the proposed project will comply with 10 V.S.A. chapter 37 and the VWR and will have no undue adverse effect on protected functions and values of the wetlands. The permittee has demonstrated that the project will have no undue adverse effects on the protected functions and values of the significant wetlands and associated buffer zones, provided the project is conducted in accordance with the following conditions:
  - A. All activities in the wetlands and buffer zones shall be completed, operated, and maintained as set forth in the permit application #2020-678 and the supporting materials submitted with the permit application including site plans titled

- NH 019-3(494) Project Site Plans authored by VTTrans; dated August 21, 2023 and;
- NH 019-3(494) VANR Wetland Permit Plans, by VTTrans, November 14, 2023; and stamped by the Wetlands Program.

No material or substantial changes shall be made to the project without the prior written approval of the Vermont Wetlands Program. Project changes, including transfer of property ownership prior to commencement of a project, may require a permit amendment and additional public notice.

- B. Prior to commencement of the approved project, the permittee shall notify the Vermont Wetlands Program electronically in writing of the date the project will commence. Unless otherwise waived, the notification shall be submitted through ANROnline.
- C. **Prohibitions:** No additional activities are allowed in the wetlands and associated buffer zones without the approval of the Secretary unless such activities are allowed uses under VWR § 6. No draining, dredging, filling, grading, or alterations of the water flow is allowed. No cutting, clearing, or removal of vegetation within the wetlands and buffer zones is allowed with the exception of the proposed project area as approved by this permit.
- D. This permit expires five years from the date of issuance. If the permittee has not completed all construction activities covered by this permit before the expiration date and wishes to continue construction, the permittee must request a permit extension or apply for a new permit. Any request for an extension must be received by the Agency at least 30 days prior to the end of the five year period in order to prevent the expiration of the permit. A request for extension may be considered a minor modification at the discretion of the Secretary. Pursuant to VWR § 9.1, projects may not be extended beyond ten years of the issuance date.
- E. Wetland boundary delineations are valid for five years. The delineations will need to be re-evaluated by a qualified wetland consultant if the project is not constructed during the five-year period and a request for an extension is submitted.
- F. Within 30 days of completion of the work approved by this permit, the permittee shall supply the Vermont Wetlands Program with a letter certifying that the project was constructed in compliance with the conditions of this permit. Unless otherwise waived, the letter shall be submitted through ANROnline.
- G. A continuous line of orange snow fence or flagging tape shall be installed along the limits of disturbance prior to the start of construction.
- H. If a stormwater construction permit is obtained for this project, the erosion prevention and control requirements of that permit shall be followed. At minimum, the permittee shall comply with the following: A continuous line of silt fence shall be properly installed by the permittee immediately upgradient of the snow fence or tape prior to any construction and shall be regularly maintained. Care shall be taken to ensure that silt fence is installed on the contour and not in areas of concentrated flow such as

stream channels or ditches. Sediment shall be cleaned out before and after any significant storm event or when sediment has reached less than half the height of the fence. Removed sediments shall be disposed of in a stable, upland area outside the 50-foot buffer zone at least 100 feet from waters of the state and stabilized immediately with seed and mulch at a minimum. All other disturbed soils shall be seeded and mulched within 48 hours of final grading. All sediment barriers and construction fencing shall be removed following the successful establishment of vegetation.

- I. If a stream alteration permit is obtained for this project, the requirements of that permit shall be followed. If no stream alteration permit was required, the permittee shall comply with the following: The method of culvert installation shall be that which presents the least disturbance of stream flow and prevents any discharge of sediment downstream. Stream flow at all times shall be diverted from the work area. The contractor's equipment shall be clean and well maintained, free of fuel, hydraulic, and gear oil leaks, especially if such equipment is to be used in or adjacent to the water. There shall be absolutely no discharge of uncured concrete to the stream flow. Pumping from excavation areas shall be discharged to an overland area or settling basin such that the effluent shall be essentially clarified before reentering the stream flow. All areas of stream bank disturbed during construction shall be suitably reshaped and stabilized with stone fill or a vegetative planting prior to completion of the project. Additionally, the extent of stream bank disturbance shall be strictly limited, and all existing vegetation maintained to the greatest degree practicable. Stream work shall be limited to the period June 1 to October 1 unless otherwise approved. Culvert invert elevations shall be installed six inches below the stream bed level.
- J. All contractors' equipment shall be cleaned so as to contain no observable soil or vegetation prior to work in wetlands and buffer zones to prevent the spread of invasive species. Purple loosestrife (*Lythrum salicaria*) has been documented in multiple wetlands within the project area. Monitoring and management of this species within the project area is not required.
- The permittee shall monitor the portion of the wetlands in question annually during early July for five years following construction for the nuisance plant species common reed (*Phragmites australis*) for all wetlands except 2020-100, 2020-1, and 2020-2; where this species has been documented within the overall complex. All nuisance plants found shall be pulled by hand and disposed of by burial or burning in a non-wetland location. If hand pulling is not feasible, a state approved invasive species control plan is required.
- K. The Permittee will purchase mitigation credits from the Vermont in-lieu fee program, administered by Ducks Unlimited, Inc. for Vermont, as compensation for unavoidable impacts which would result from Project execution. The credit amounts are to be calculated by the Army Corps of Engineers and approved by the Agency. Compensatory mitigation shall consist of purchasing credit from the Ducks Unlimited – Vermont In-Lieu Fee (ILF) Program for impacts to PEM/PSS/PFO in the Richelieu Service Area. The permittee shall pay for the purchase of these credits and send a cashier's check or bank draft to:

“Michelle Burdick, Ducks Unlimited,  
7322 Newnan Boulevard, Building 1,  
Dexter, MI 481300”

The check must include the State wetland file number 2020-678 and associated Corps file number and the statement: “for ILF account only”. Work shall not begin until the Wetlands Program receives a copy of the letter from Ducks Unlimited to the permittee stating that Ducks Unlimited has received the check and accepts responsibility for mitigation. The in-lieu fee amount is valid for one year from the date of this permit and is subject to change.

2. The Secretary maintains continuing jurisdiction over this project and may at any time order that remedial measures be taken if it appears that undue adverse impacts to the protected functions and values of the wetland or buffer are occurring or will occur.
3. This permit does not relieve the permittee of the responsibility to comply with any other applicable federal, state, and local laws, regulations, and permits.
4. The permittee shall allow the Secretary or the Secretary’s representatives, at reasonable times and upon presentation of credentials, to enter upon and inspect the permitted property for the purpose of ascertaining compliance with this permit, the VWR, and the Vermont Water Quality Standards, and to have access to and copy all records required to be prepared pursuant to this permit.
5. These subject wetlands 2020-101, 2020-102, 2020-3, 2020-7, 2020-6, 2020-4, 2020-5, 20203-10, 2023-3, and 2023-2 shall be added to the Vermont Significant Wetlands Inventory in accordance with VWR section 8.5d and based on the wetland delineation provided in the application.
6. Pursuant to VWR section 8.5b(iii), the Vermont Significant Wetlands Inventory shall be revised based on the wetland delineation provided in the application for the subject wetlands 2020-100, 2020-1, and 2020-2.
6. The Agency accepts no legal responsibility for any damage direct or indirect of whatever nature and by whomever suffered arising out of the approved project. This permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to public or private property, or any invasion of personal rights, or any infringement of federal, state, or local laws or regulations. This permit does not obviate the necessity of obtaining such federal, state, or local permits or approvals as may be required by law. Nothing in this permit shall be construed to preclude the institution of legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject to under other laws.
7. Within 15 days of the date of the decision, the permittee, any person entitled to notice under VWR § 9.2, or any person who filed written comments regarding the permit application may request in writing reconsideration of the decision by the Secretary in accordance with VWR § 9.6.

8. **Appeals.** Any person with an interest in this matter may appeal this decision pursuant to 10 V.S.A. § 917. Pursuant to 10 V.S.A. chapter 220, an aggrieved person shall not appeal this permit to the Environmental Division of the Vermont Superior Court unless the person submitted to the Secretary a written comment during the applicable public comment period or an oral comment at the public meeting conducted by the Secretary. Absent a determination of the Environmental judge to the contrary, an aggrieved person may only appeal issues related to the person's comments to the Secretary as prescribed by 10 V.S.A. § 8504(d)(2). Any appeal of this decision must be filed with the clerk of the Environmental Division of the Superior Court within 30 days of the date of the decision. The Notice of Appeal must specify the parties taking the appeal and the statutory provision under which each party claims party status; must designate the act or decision appealed from; must name the Environmental Division; and must be signed by the appellant or their attorney. In addition, the appeal must give the address or location and description of the property, project, or facility with which the appeal is concerned; the name of the permittee; and any permit involved in the appeal. The appellant must also serve a copy of the Notice of Appeal in accordance with Rule 5(b)(4)(B) of the Vermont Rules for Environmental Court Proceedings. For further information, see the Vermont Rules for Environmental Court Proceedings, available on line at [www.vermontjudiciary.org](http://www.vermontjudiciary.org). The address for the Environmental Division is: 32 Cherry Street, 2<sup>nd</sup> Floor, Suite 303, Burlington, VT 05401 (Tel. # 802-951-1740).

## FINDINGS

1. The Agency received a complete permit application from Vermont Agency of Transportation c/o Jessie Johnson for a Vermont Wetland Permit on December 11, 2023.
2. The wetlands and adjacent 50-foot buffer zones are located abutting US Route 7 along portions of entire Project alignment starting approximately 1.754 km southerly of the Pittsford/ Brandon town line and extending approximately 1.055 km northerly of the Pittsford/ Brandon town line.
3. Zapata Courage, District Wetlands Ecologist, conducted a site visit to the subject property with Ryan Scott of VHB on 10/15/2020.
2. The wetland is identified as a palustrine wetland on the Vermont Significant Wetlands Inventory maps and therefore designated as a Class II wetland under VWR § 4.6. Actual wetland area is substantially different from the VSWI mapped area.
3. The wetlands meet one or more categories listed in VWR § 4.6, a. The wetland is of the same type and threshold size as those mapped on the VSWI maps: i.e.; open water (pond); emergent marsh; shrub swamp; forested swamp; wet meadow; beaver pond or beaver meadow; bog or fen; and greater than 0.5 acres. and is therefore designated as a Class II wetland. See Table 1 for more details.
4. The wetlands in question are described in detail in Sections 4 and 5 of the permit application. The wetland complexes and the subject wetlands in question are described in detail in the multiple wetland application table of the permit application and summarized in Table 1 below.

Table 1: Wetland Complex Descriptions

Wetland Complex ID	Subject Wetland IDs	Location of Subject Wetland	Classification* Category*	Size of Wetland in Acres	Vegetation Cover Types	Landscape Position	Wetland Hydrology
A	2020-100	6691 US Route 7	on the VSWI map; over 0.5 acres; Adjacent to a stream	greater than 0.5 acre; based on aerial mapping	100% PEM	abutting a tributary of Otter Creek and US-7	Groundwater and surface water, adjacent to stream
A	2020-1	5998-6898 US-7	on the VSWI map; over 0.5 acres; Adjacent to a stream	greater than 0.5 acre; based on aerial mapping	100% PEM	abutting a tributary of Otter Creek and US-7	Groundwater and surface water, adjacent to stream
A	2020-2	5998-6898 US-7	on the VSWI map; over 0.5 acres; Adjacent to a stream	greater than 0.5 acre; based on aerial mapping	100% PEM	abutting a tributary of Otter Creek and US-7	Groundwater and surface water, adjacent to stream
B	2020-101	6099-6935 US-7	over 0.5 acres	greater than 0.5 acre; based on aerial mapping	90% PEM and 10% PFO	wide swale and abutting US-7	Groundwater and surface water
C	2020-102	3453-3541 Franklin St	over 0.5 acres	greater than 0.5 acre; based on aerial mapping	40% PEM and 60% PFO	abuts US-7 on east and west side of roadway	Groundwater and surface water
C	2020-3	3370-3452 Franklin St	over 0.5 acres	greater than 0.5 acre; based on aerial mapping	40% PEM and 60% PFO	abuts US-7 on east and west side of roadway	Groundwater and surface water
D	2020-7	3237-3325 Franklin St	over 0.5 acres; Adjacent to a stream	greater than 0.5 acre; based on aerial mapping	75% PEM and 25% PFO	adjacent to a tributary of Otter Creek and abuts US-7	Groundwater and surface water, adjacent to stream
D	2020-6	3187-3235 Franklin St	over 0.5 acres; Adjacent to a stream	greater than 0.5 acre; based on aerial mapping	75% PEM and 25% PFO	adjacent to a tributary of Otter Creek and abuts US-7	Groundwater and surface water, adjacent to stream
D	2020-4	3176-3192 Franklin St	over 0.5 acres; Adjacent to a stream	greater than 0.5 acre; based on aerial mapping	75% PEM and 25% PFO	adjacent to a tributary of Otter Creek and abuts US-7	Groundwater and surface water, adjacent to stream
D	2020-5	3187-3235 Franklin St	over 0.5 acres; Adjacent to a stream	greater than 0.5 acre; based on aerial mapping	75% PEM and 25% PFO	adjacent to a tributary of Otter Creek and abuts US-7	Groundwater and surface water, abuts stream
E	2023-10	north of Chapel Hill Road and US-7 on the east side of US-7	over 0.5 acres; Adjacent to a stream	greater than 0.5 acre; based on aerial mapping	100% PEM	toe of slope of the US-7 roadway fill	drainage patterns and slope position
C	2023-3	~430 ft N of US-7 and Valley View Ln - W of US-7 road prism	over 0.5 acres	greater than 0.5 acre; based on aerial mapping	40% PEM and 60% PFO	toe of slope of the US-7 roadway fill	drainage patterns and slope position
C	2023-2	~725 ft N of US-7 and Valley View Ln to the W of US-7 road prism	over 0.5 acres	greater than 0.5 acre; based on aerial mapping	40% PEM and 60% PFO	toe of slope of the US-7 roadway fill	drainage patterns and slope position

\* §4.6 of the Vermont Wetland Rules: a. The wetland is of the same type and threshold size as those mapped on the VSWI maps; i.e.; open water (pond); emergent marsh; shrub swamp; forested swamp; wet meadow; beaver pond or beaver meadow; bog or fen; or greater than 0.5 acres; b. The wetland contains woody vegetation and is adjacent to a stream, river or open body of water.; c. The wetland contains dense, persistent non-woody vegetation and is adjacent to a stream, river or open body of water; d. The wetland is a vernal pool that provides amphibian breeding habitat; e. The wetland is a headwater wetland.

5. The proposed project is described in detail in Sections 17 and 18 of the permit application. The project consists of the full-depth reconstruction and road widening project within a portion of US Route 7 (US-7) .
6. Proposed impacts to the wetlands and buffer zones, summarized in Section 19 of the permit application and multiple wetland application table of the permit application, are as follows:

<b>Wetland Alteration:</b>		<b>Buffer Zone Alteration:</b>	
Wetland Fill:	28,290 sq.ft.		
Temporary:	23,330 sq.ft.	Temporary:	30,775 sq.ft.
Other Permanent:	0 sq.ft.	Permanent:	33,030 sq.ft.
<b>Total Wetland Impact</b>	<b>51, 620 sq.ft.</b>	<b>Total Buffer Zone Impact:</b>	<b>63,805 sq.ft.</b>

7. The protected functions of the wetland complexes include the following: water storage for flood water and storm runoff (VWR § 5.1), surface and groundwater protection (VWR § 5.2), fish habitat (VWR § 5.3), wildlife habitat (VWR § 5.4), and erosion control through binding and stabilizing the soil (VWR § 5.10).
8. The following functions are either not present or are present at such a minimal level as to not be protected functions: exemplary wetland natural community (VWR § 5.5), threatened and endangered species habitat (VWR § 5.6), education and research in natural science (VWR § 5.7), recreational value and economic benefits (VWR § 5.8), and open space and aesthetics (VWR § 5.9).
9. All of the wetland complexes are significant for water storage for flood water and storm runoff function as demonstrated in the multiple wetlands application table of the permit application and wetlands evaluation form. Based on the factors described in the multiple wetlands application table, as confirmed through a site visit by Agency staff, the proposed project will not result in an undue adverse impact to this function.
10. All of the wetland complexes are significant for the surface and ground water protection function as demonstrated in the multiple wetlands application table of the permit application and wetlands evaluation form. Based on the factors described in the multiple wetlands application table, as confirmed through a site visit by Agency staff, the proposed project will not result in an undue adverse impact to this function.
11. The wetland complexes A and D are significant for the fish habitat function as demonstrated in the multiple wetlands application table of the permit application and wetlands evaluation form. Based on the factors described in the multiple wetlands application table, as confirmed through a site visit by Agency staff, the proposed project will not result in an undue adverse impact to this function.
12. The wetland complexes A and D are significant for the wildlife habitat function as demonstrated in the multiple wetlands application table of the permit application and wetlands evaluation form. Based on the factors described in the multiple wetlands application table, as confirmed through a site visit by Agency staff, the proposed project will not result in an undue adverse impact to this function.

13. The wetland complexes A, D, and E are significant for the erosion control function demonstrated in the multiple wetlands application table of the permit application and wetlands evaluation form. Based on the factors described in the multiple wetlands application table, as confirmed through a site visit by Agency staff, the proposed project will not result in an undue adverse impact to this function.
14. Under 10 V.S.A. § 913 and VWR § 9.5, the Secretary may authorize activities in a Class II wetland or in its buffer zone if the Secretary determines that it complies with the VWR and will have no undue adverse effect on the protected functions and values. Based on the permit application, the site visit(s) by Agency staff, and the foregoing findings and analysis, the Secretary has determined that the proposed project will have no undue adverse effects on the protected functions and values of the Class II wetlands.
15. Pursuant to VWR § 9.5(b), the permittee has demonstrated that the proposed activity in the wetlands cannot practicably be located outside the wetlands or on another site owned, controlled, or available to satisfy the basic project purpose. All practicable measures have been taken in this proposal to avoid adverse impacts on protected functions, as described in the application.  
  
In summary, the proposed improvements, including road widening, will utilize the existing alignment. All stormwater management practices will be located outside of wetlands and buffers. Side slopes for the widened roadway have been designed to be as steep/narrow as feasible within wetlands and buffers. Erosion prevention and sediment control measures will be utilized during construction and in accordance with construction stormwater permitting. Compensation in the form of an in-lieu fee shall be paid to mitigate wetland impacts.
16. No public comments were received during the public comment period.

Julie S. Moore, Secretary  
Agency of Natural Resources

DocuSigned by:

by: 

Laura Luppice, Program Manager  
Wetlands Program  
Watershed Management Division

Dated at Montpelier, Vermont  
this twenty-first day of February 2024

JSM/LVPL/ZC

## Threatened and Endangered Species Permit Placeholder

**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/WHD/legacy/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 journeyworkers 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 journeyworkers 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.

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#### **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.

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#### **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.

"General Decision Number: VT20260055 01/02/2026

Superseded General Decision Number: VT20250055

State: Vermont

Construction Type: Highway

County: Rutland County in Vermont.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/02/2026

SUVT2017-016 08/06/2019

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 21.82	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 25.34	0.00
ELECTRICIAN.....	\$ 28.28	1.90
HIGHWAY/PARKING LOT STRIPING:		
Painter.....	\$ 23.69	5.78
INSTALLER - SIGN.....	\$ 18.50	5.52
IRONWORKER, REINFORCING.....	\$ 21.97	0.00
IRONWORKER, STRUCTURAL.....	\$ 28.97	8.72
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading and Concrete Work.....	\$ 17.40	3.19
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.53	1.58
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 21.15	12.05
OPERATOR: Broom/Sweeper.....	\$ 19.94	6.29
OPERATOR: Bulldozer.....	\$ 20.71	0.92
OPERATOR: Crane.....	\$ 21.00	6.27
OPERATOR: Drill.....	\$ 20.23	4.50
OPERATOR: Grader/Blade.....	\$ 20.91	5.79
OPERATOR: Loader.....	\$ 25.44	6.19
OPERATOR: Mechanic.....	\$ 20.45	4.54

OPERATOR: Milling Machine.....\$ 28.76	16.77
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 21.32	7.24
OPERATOR: Pounder.....\$ 21.40	0.00
OPERATOR: Roller.....\$ 19.51	4.08
OPERATOR: Screed.....\$ 20.63	7.83
TRAFFIC CONTROL: Flagger.....\$ 12.64	2.99
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....\$ 17.42	7.11
TRUCK DRIVER, Includes all axles including Dump Trucks.....\$ 18.50	3.31
TRUCK DRIVER: Distributor Truck.....\$ 22.32	0.00

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

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

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

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

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

#### Union Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the

year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

#### State Adopted Rate Identifiers

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage

and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION

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## **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about—
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance programs, and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

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Name and Title of Certification Official

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Signature

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Date

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY CONTRACT REQUIREMENTS

**Disadvantaged Business Enterprise (DBE) Policy.** It shall be the policy of the Vermont Agency of Transportation (VTrans) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBEs) to participate in the performance of all contracts and subcontracts financed with Federal funds as specified by the regulations of the United States Department of Transportation (USDOT) and as set forth below.

1. **Policy.** It is the policy of USDOT that DBEs as defined in 49 Code of Federal Regulation (CFR) Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 and 23 CFR, Chapter 1, Part 230, Subpart b apply to this contract.
2. **DBE Obligation.** The State and its Contractors agree to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. **Each subcontract the prime contractor signs with a subcontractor must include this assurance:** *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-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 VTrans deems appropriate.*
3. **Sanctions for Noncompliance.** The Contractor is hereby advised that failure of the Contractor, or any Subcontractor performing work under this contract, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of contract and after the notification of the Vermont Agency of Transportation, Secretary of Transportation, may result in termination of this contract by the State or such remedy as the State deems necessary.
4. **Inclusion in Subcontracts.** The Contractor shall insert in each of its subcontracts this Disadvantaged Business Enterprise (DBE) Policy and a clause requiring its subcontractors to include this same Policy in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of the Policy in any further subcontract that may in turn be made. This Policy shall not be incorporated by reference.

**Disadvantaged Business Enterprise (DBE) Program Goals.** The Vermont Agency of Transportation (VTrans) is required to set an overall DBE goal for participation in all transportation related Federal-aid projects. The goal is determined following guidelines set forth in 49 CFR 26.45, and based on the availability of ready, willing and able DBEs who submitted bids and quotes for transportation related projects, compared as a percentage of all available contractors who submitted bids and quotes for transportation related projects during the same time period. The DBE goal may be adjusted to take into account other factors impacting DBE utilization, in an effort to narrowly tailor the overall DBE goal. The detailed goal setting methodology and current overall DBE goal may be viewed on the VTrans website at:

<http://vtrans.vermont.gov/civil-rights/doing-business/dbe-center/program-goals>

The VTrans overall DBE goal is currently achieved by a combination of contract specific goals and a race/gender neutral policy. Contractors should be proactive and solicit bids and quotes from certified DBEs for use when submitting their own bids and employ certified DBEs when participating on transportation related projects.

**Disadvantaged Business Enterprise (DBE) Definition.** A DBE is defined as a business that is owned and controlled by one or more socially and economically disadvantaged person(s). For the purposes of this definition:

- (1) "Socially and economically disadvantaged person" means an individual who is a citizen or lawful permanent resident of the United States and who is a Woman, Black, Hispanic, Portuguese, Native American, Asian American, or a member of another group, or an individual found to be disadvantaged by the Small Business Administration pursuant to Section 3 of the Small Business Act.
- (2) "Owned and controlled" means a business which is:
  - a. A sole proprietorship legitimately owned and controlled by an individual who is a disadvantaged person.
  - b. A partnership, joint venture or limited liability company in which at least 51% of the beneficial ownership interests legitimately is held by a disadvantaged person(s).
  - c. A corporation or other entity in which at least 51% of the voting interest and 51% of the beneficial ownership interests legitimately are held by a disadvantaged person(s).

The disadvantaged group owner(s) or stockholder(s) must possess control over management, interest in capital, and interest in earnings commensurate with percentage of ownership. Disadvantaged participation in a joint venture must also be based on the sharing of real earnings, as above. If the disadvantaged group ownership interests are real, substantial and continuing and not created solely to meet the requirements of the program, a firm is considered a bona fide DBE.

**Certified DBE Directory.** The current Vermont Unified Disadvantaged Business Enterprise (DBE) Directory is available online at: <http://vtrans.vermont.gov/civil-rights/doing-business/dbe-center/directory>. This directory contains all currently certified DBEs available for work in Vermont and is updated continuously. Only firms listed in this directory are eligible for DBE credit on Vermont Federal-aid projects. If you have questions about DBE certification, or do not have access to the Internet, please call the [AOT DBE Program Manager](#) for assistance.

**Counting DBE Participation Towards Project Goals.** For payments made to DBE contractors to be counted toward DBE goals, the DBE contractors must perform a commercially useful function (CUF). The DBE must be responsible for execution of the work of the contract and must carry out its responsibilities by performing, managing, and supervising the work involved, consistent with standard industry practices.

This means that:

- The DBE must also be responsible for ordering its own materials and supplies, determining quantity and quality, negotiating price, installing (where applicable) and paying for the material itself;
- The DBE must perform work commensurate with the amount of its contract;
- The DBE's contribution cannot be that of an extra participant or a conduit through which funds are passed in order to obtain the appearance of DBE participation.
- The DBE must exercise responsibility for at least fifty percent of the total cost of its contract with its own workforce.
- None of the DBE's work can be subcontracted back to the prime contractor, nor can the DBE employ the prime's or other subcontractor's supervisors currently working on the project;
- The DBE's labor force must be separate and apart from that of the prime contractor or other subcontractors on the project. Transferring crews between primes, subcontractors, and DBE contractors is not acceptable.
- The DBE owner must hold necessary professional or craft license(s) or certification(s) for the type of work he/she performs on the project.
- The DBE may rent or lease, at competitive rates, equipment needed on the project from customary leasing sources or from other subcontractors on the project.

**Allowable credit for payments made to DBEs for work performed.** A contractor may take credit for payments made to a certified DBE that satisfies CUF requirements at the following rate:

- A DBE Prime Contractor: Count 100% of the value of the work performed by own forces, equipment and materials towards the DBE goals.
- An approved DBE subcontractor: Count 100% of the value of work performed by the DBE's own forces, equipment and materials, excluding the following:
  - The cost of materials/supplies purchased from a non-DBE Prime Contractor.
  - The value of work provided by non-DBE lower tier subcontractors, including non-DBE trucking to deliver asphalt to a DBE contractor.
- A DBE owner-operator of construction equipment: Count 100% of expenditures committed.
- A DBE manufacturer: Count 100% of expenditures committed. The manufacturer must be a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

- A regular DBE dealer/supplier: Count 60% of expenditures committed. A regular dealer/supplier is defined as a firm that owns, operates, or maintains a store, warehouse or other establishment, in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. A person may be a dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business, if the person both owns and operates distribution equipment for the products, by means of a long-term agreement, and not by a contract by contract basis.
- A DBE broker: Count for DBE credit only the fees or commissions charged for assistance in the procurement, and fees and transportation charges for the delivery of materials or supplies required at the job site, but not the cost of materials procured. A broker is defined as any person(s) or firm who arranges or expedites transactions for materials or supplies and does not take physical possession of the materials or supplies at their place of business for resale.
- A DBE renter of construction equipment to a contractor: Count 20% of expenditures committed, with or without operator.
- A bona fide DBE service provider: Count 100% of reasonable fees or commissions. Eligible services include professional, technical, consultant, or managerial, services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of the contract. Eligible services also include agencies providing bonding and insurance specifically required for the performance of the contract.
- A trucking, hauling or delivery operation: Count 100% of expenditures committed when trucks are owned, operated, licensed and insured by the DBE and used on the contract and, if applicable, includes the cost of the materials and supplies. 100% of expenditures committed when the DBE leases trucks from another DBE firm including an owner-operator. 100% of reasonable fees, or commissions, the DBE receives as a result of a lease arrangement for trucks from a non-DBE, including an owner-operator.
- Any combination of the above.

**Removal of Approved DBE From Transportation Related Project.** Contractors may not terminate for convenience, any approved DBE subcontractor and perform the work with their own forces, without prior written consent from the [AOT DBE Program Manager or the AOT Civil Rights Director](#)

**Federal-aid projects which specify a DBE contract goal.** The provisions of the Vermont Agency of Transportation Supplemental Specification – Disadvantaged Business Enterprise (DBE) Utilization (CR 160) shall apply to all VTrans Federal-aid projects which specify a DBE contract goal.

**Subcontractor Payments.** In accordance with VTrans Standard Specifications for Construction, Section 107.01(h), on all federal-aid and state funded contracts, the Contractor, during the life of the Contract and on a monthly basis, shall submit a listing of payments to subcontractors using the tool specified in the Civil Rights Compliance Requirement document located in the working drawer in Doc Express. Reports are due to the Agency Office of Civil Rights by the tenth working day after month-end. There shall be no direct compensation allowed the Contractor for this work, but the cost thereof shall be included in the general cost of the work. In accordance with [9 V.S.A. Section 4003](#), notwithstanding any contrary agreement, payments made to subcontractors after seven days from receipt of a corresponding progress payment by the State to the Contractor, or seven days after receipt of a subcontractor's invoice, whichever is later, violate this agreement. Violations shall be reported to the Agency Office of Civil Rights for review. Failure to resolve disputes in a timely manner may result in a complaint made to the Agency Pre-qualification Committee. In this Committee's judgment, appropriate penalties may be involved for failure to comply with this specification. Penalties may include suspension, reduction or revocation of the Contractor's pre-qualification rating. This clause shall be included in the prime Contractor's Contract made with all of its subcontractors.



## Attachment C: Standard State Provisions for Contracts and Grants

**Revised:** February 13, 2026

- 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](https://aoa.vermont.gov/Risk-Claims-COI) is available at: <https://aoa.vermont.gov/Risk-Claims-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

- vi. 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. Nondiscrimination:**

A. **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.

B. **IT Accessibility Standards:** Party acknowledges and agrees that any digital products, services, and content provided under this Agreement, whether supporting State programs or intended for the State's use, must adhere to the State's accessibility standards and guidelines as established by Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35) (hereinafter, for purposes of this subsection B, the “Rule”). The Rule requires communication and content on web platforms and mobile applications to meet or exceed specific success criteria and conformance requirements. The Rule applies to websites, software applications, electronic reports and output documentation, and training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), and other digital content. Information concerning the Rule and the State's Universal Digital Accessibility resources are available on the [State's Communications and Marketing Office website](https://cmo.vermont.gov) at: <https://cmo.vermont.gov>.

- i. Party warrants that the software, products, services, or subscriptions provided under this Agreement, whether supporting State programs or intended for the State's use (hereinafter, for purposes of this subsection B, “Products”) comply with the Rule and agrees to defend, indemnify, and hold harmless the State against any claims related to a Product's non-compliance with the Rule.
- ii. When updates or upgrades are made to the Products available through this Agreement, the Party agrees:



- a) to develop functionality that supports accessibility in conformance with the Rule and, if any issues arise due to nonconformance with the Rule, to provide alternative solutions upon request at no additional cost to the State; and
  - b) to document how the changes will impact or improve the Product's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the update or upgrade, occurring within an agreed timeframe sufficient for the State to review the changes and either approve them or request a remediation plan from the Party.
- iii. If agreed-upon updates fail to improve the Product's accessibility or usability as planned, such failure shall be a material breach of 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](https://bgs.vermont.gov/purchasing-contracting/debarment) at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.
- 23. Conflict of Interest:**
  - A. Organizational Conflict of Interest (OCOI):** An OCOI arises when the Party as a business entity has an interest (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of this Agreement.
  - B. Personal Conflict of Interest (PCOI):** A PCOI arises when an interest held by an agent or employee of the Party could undermine, or reasonably be perceived to undermine, the faithful and unbiased performance of this Agreement.
  - C. Requirements:** Party shall not have PCOIs or OCOI’s with respect to this Agreement nor with respect to any other agreement(s) it may hold with the State. To ensure that PCOIs and OCOIs do not exist, the Party shall:
    - i.** Conduct an internal review of its current affiliations and activities and employees and agents and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to this Agreement.

- ii. Maintain effective oversight to verify compliance with PCOI and OCOI prohibitions.
- iii. Prevent PCOIs, including not assigning or allowing an employee to perform any role or task under this Agreement for which the Party has identified a PCOI.
- iv. Inform employees and agents of their obligation to disclose PCOIs and to comply with the confidentiality provisions and any non-disclosure agreement required by this Agreement.
- v. Make an immediate and full disclosure, in writing, to the State point of contact for this Agreement of any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to this Agreement.

**D. Remedies:**

- i. In the event the State determines that a PCOI or OCOI exists, the State will discuss the matter with the Party to determine whether the PCOI or OCOI can be mitigated to the State's satisfaction.
- ii. If the State does not deem mitigation practicable, the State may terminate all or a portion of this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.
- iii. If Party fails to disclose facts pertaining to the existence of a potential or actual PCOI or misrepresents relevant information to the State, the State may terminate this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.

**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 \$1,000,000 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 State Provisions)

# USDOT Standard Title VI Nondiscrimination Assurances Appendix A, E

## *Assurance Appendix A*

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## ***Assurance Appendix E***

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“...*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY**  
**CONSTRUCTION CONTRACT SPECIFICATIONS**  
**(EXECUTIVE ORDER 11246)**

1. As used in these specifications:

- a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted.
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- c. "Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

A Minority Group Member is:

...American Indian or Alaskan Native

consisting of all persons having origins in any of the original people of North American and who maintain cultural identification through tribal affiliations or community recognition.

...Black

consisting of all persons having origins in any of the Black racial groups of Africa.

...Asian or Pacific Islander

consisting of all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Sub-Continent or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippines and Samoa.

...Hispanic

consisting of all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin.

...Cape Verde an

consisting of all persons having origins in the Cape Verde Islands.

...Portuguese

consisting of all persons of Portuguese, Brazilian or other Portuguese culture or origin.

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000.00 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in the Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontract participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. the overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7a through p of these specifications. The goals set for the Contractor in the solicitation from which this contract resulted are expressed as percentages in the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minority or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity . The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notifications to the Regional Director when the union or unions, with which the Contractor has a collective bargaining agreement, have not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, Supervisors etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to, and discussing the Contractor's EEO policy with, other Contractors and subcontractors with whom the Contractor anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notifications to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (Paragraph 7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any subcontract with any person for firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, terminations and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Economic Areas	Timetables	Goals for Minority participation for each trade (%)	Goals for Female Participation in each trade (%)
Entire State of Vermont:			
<u>Vermont</u> 003 Burlington, VT Non-SMSA Counties NH Coos; NH Grafton; NH Sullivan; VT Addison; VT Caledonia; VT Chittenden; VT Essex; VT Franklin; VT Grand Isle; VT Lamoille; VT Orange; VT Orleans; VT Rutland; VT Washington; VT Windsor	Indefinite	0.8	6.9
<u>Connecticut (Mass)</u> 006 Hartford - New Haven Springfield, CT-MA Non-SMSA Counties CT Litchfield; CT Windham; MA Franklin; NH Cheshire; VT Windham	Indefinite	5.9	
<u>New York</u> 007 Albany - Schenectady - Troy, NY Non-SMSA Counties NY Clinton; NY Columbia; NY Essex; NY Fulton; NY Greene; NY Hamilton; NY Schoharie; NY Warren; NY Washington; VT Bennington	Indefinite	2.6	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulation in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notifications shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any)

**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.

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

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

**STATE OF VERMONT  
AGENCY OF TRANSPORTATION  
CERTIFICATE OF COMPLIANCE**

**For a bid/proposal to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.**

**A. NON-COLLUSION:** The undersigned certifies under the penalties of perjury under the laws of the State of Vermont and the United States that it 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/proposal.

**B. DEBARMENT:** The undersigned certifies under the penalties of perjury under the laws of the State of Vermont and the United States that it:

1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency; and
2. Has not within a three-year period preceding this bid/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; and
3. Is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2 above; and
4. Has 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.
5. **Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid/proposal, including whom it applies and dates of action. Exceptions will not necessarily result in denial of award but will be considered in determining bidder eligibility and/or responsibility. Providing false information may result in criminal prosecution or administration sanctions.**

**C. BYRD ANTI-LOBBYING:** The undersigned hereby certifies, by signing and submitting this bid/proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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.
3. 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 as required 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.
4. The undersigned also agrees by submitting its bid/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.

**E. WORKER CLASSIFICATION COMPLIANCE REQUIREMENT:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to the undersigned when the total project costs exceed \$250,000.00.

Bidder is required to self-report the following information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees. The Agency of Transportation is requiring information on any incidents that occurred in the previous 12 months. Attach additional pages as necessary. **If not applicable, please enter 'Not Applicable' or 'N/A' below.**

Summary of Detailed Information	Date of Notification	Outcome

Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Section 32 of Act 54(2009), as amended by Section 17 of Act 142 (2010) and further amended by Section 6 of Act 50 (2011).

**Subcontractor Reporting.**

A. **Contracts for Services.** The undersigned hereby acknowledges and agrees that if it is a successful bidder, prior to execution of any contract resulting from this solicitation, the undersigned will 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), the undersigned will provide any update of such list to the State as additional subcontractors are hired. The undersigned further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

B. **Construction Contracts.** The Contractor is required to provide a list of subcontractors on the job along with lists of subcontractor’s subcontractors and by whom those subcontractors are insured for workers’ compensation purposes. This is not a requirement for subcontractor’s providing supplies only and no labor to the overall contract or project.

Additionally, the Contractor shall collect and retain evidence of subcontractors’ workers’ compensation insurance, such as the ACORD insurance coverage summary sheet. Agency of Transportation will periodically verify the Contractor’s compliance.

**This information must be updated as necessary and provided to the State as additional subcontractors are hired. If none, please enter ‘Not Applicable’ or ‘N/A’ below.**

Sub-Contractor	Insured By	Sub-Contractor’s Sub	Insured By

The undersigned further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and as amended will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

As a duly authorized representative of the bidder, I hereby certify that the information above is true and correct.

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

**Duly Authorized Signature:** \_\_\_\_\_

**Name and Title of Person Signing:** \_\_\_\_\_  
**(Duly Authorized Signer)**

**Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_  
\_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

Minimum Labor and Truck Rates  
Under Title 19, Vermont Statutes  
Annotated Section 18, as amended

April 3, 1997  
Sheet 1 of 1

**STATE OF VERMONT  
AGENCY OF TRANSPORTATION  
MONTPELIER**

FOR OTHER THAN FEDERAL-AID. In accordance with the provisions of Title 19, VSA, Section 18, the following minimum rate for labor shall apply to this project:

The minimum wage for common labor will not be less than the State or Federal minimum wage, whichever is higher.

ON FEDERAL-AID PROJECTS ONLY.

The minimum rates for labor for Federal-Aid Projects shall be those set in the Wage Determination Decision of the U.S. Secretary of Labor for each project in accordance with the Federal-Aid Highway Act of 1956. When such wage rates are required they shall be included in the proposal. In the event these rates are lower than the Vermont rates, the Vermont rates shall prevail.

TRUCK RATES. In accordance with the provisions of Title 19, VSA, Section 18, the following minimum rates for trucks shall apply to this project:

<u>Trucks, not Including Driver Water Level Body Capacity</u>	<u>Minimum Rates Per YD per Hr.</u>
Trucks, Equipment Loaded	\$1.65

**STATE OF VERMONT  
AGENCY OF TRANSPORTATION  
MONTPELIER**

COMMODITY INDEX PRICES.

- (a) Price Adjustment, Asphalt. When Item 690.0300 is included in the Contract, asphalt price adjustment will be performed according to the requirements of Section 690 for all asphalt and emulsified asphalt incorporated into the work, including that incorporated under Special Specification pay items.
- (b) Price Adjustment, Fuel. When Item 690.0400 is included in the Contract, fuel price adjustment will be performed according to the requirements of Section 690 for the pay items specified therein, and for any pay items identified in the Special Provisions as being eligible for fuel price adjustment.
- (c) Commodity Index Prices. The Index Prices for asphalt and fuel for this Contract are specified in Table 1.

TABLE 1 – COMMODITY INDEX PRICES FOR THIS CONTRACT

	Asphalt (dollars/ton)	Fuel (dollars/gallon)
Index Price	\$638.00	\$4.31

VERMONT AGENCY OF TRANSPORTATION  
PROPOSAL SCHEDULE OF PAY ITEMS

LETTING DATE: 04/17/2026 11:00 AM

CONTRACT ID: C03265

PROJECT(S): PITTSFORD-BRANDON NH 019-3(494)

ITEM NO.	DESCRIPTION	QUANTITY	UNITS
ITEMS COMMON TO ALL ALTERNATES			
201.1000	CLEARING AND GRUBBING, INCLUDING INDIVIDUAL TREES AND STUMPS	1.000	LS
201.3000	THINNING AND TRIMMING	0.025	ACRE
203.1500	COMMON EXCAVATION	74,200.000	CY
203.1600	SOLID ROCK EXCAVATION	7,900.000	CY
203.1700	UNCLASSIFIED EXCAVATION	190.000	CY
203.2700	UNCLASSIFIED CHANNEL EXCAVATION	420.000	CY
203.3000	EARTH BORROW	4,180.000	CY
203.3100	SAND BORROW	30,500.000	CY
204.2000	TRENCH EXCAVATION OF EARTH	5,450.000	CY
204.2100	TRENCH EXCAVATION OF ROCK	13.000	CY
204.2200	TRENCH EXCAVATION OF EARTH, EXPLORATORY (N.A.B.I.)	1.000	CY
204.2500	STRUCTURE EXCAVATION	2,315.000	CY
204.3000	GRANULAR BACKFILL FOR STRUCTURES	1,965.000	CY
210.1000	COARSE-MILLING, BITUMINOUS PAVEMENT	425.000	SY
225.0400	RETAINING WALL, PRECAST CONCRETE	1.000	LS
240.0100002	TEMPORARY ROADWAY WIDENING	1.000	LS
240.0100003	TEMPORARY TRAFFIC DIVERSION (BR 110)	1.000	LS
240.0100003	TEMPORARY TRAFFIC DIVERSION (BR 111)	1.000	LS
301.2600	SUBBASE OF CRUSHED GRAVEL, FINE GRADED	255.000	CY
301.3500	SUBBASE OF DENSE GRADED CRUSHED STONE	37,750.000	CY
401.1000	AGGREGATE SURFACE COURSE	335.000	CY
402.1300	AGGREGATE SHOULDERS, RAP	975.000	TON
404.1100	TACK COAT, EMULSIFIED ASPHALT	600.000	CWT
406.0110	BITUMINOUS CONCRETE PAVEMENT, TYPE IS, QA TIER I	17,100.000	TON
406.0310	BITUMINOUS CONCRETE PAVEMENT, TYPE IIIS, QA TIER I	9,800.000	TON
406.0430	BITUMINOUS CONCRETE PAVEMENT, TYPE IVS, QA TIER III	195.000	TON
406.3400	BITUMINOUS CONCRETE PAVEMENT, NON-PAVER PLACED, TYPE IVS	360.000	SY
406.9100	PAY ADJUSTMENT, BCP, MIXTURE PROPERTIES (N.A.B.I.)	1.000	DL
406.9200	PAY ADJUSTMENT, BCP, MAT DENSITY (N.A.B.I.)	1.000	DL
406.9300	PAY ADJUSTMENT, BCP, LONGITUDINAL JOINT DENSITY (N.A.B.I.)	1.000	DL
406.9400	PAY ADJUSTMENT, BCP, PAVEMENT ROUGHNESS (N.A.B.I.)	1.000	DL
410.1000	MATERIAL TRANSFER VEHICLE	26,950.000	TON
507.1100	REINFORCING STEEL, LEVEL I (BLACK)	1,105.000	LB
514.1000	WATER REPELLENT, SILANE	12.000	GAL
529.2000	PARTIAL REMOVAL OF STRUCTURE (BR 110)	1.000	EACH
529.2000	PARTIAL REMOVAL OF STRUCTURE (BR 111)	1.000	EACH
529.2000	PARTIAL REMOVAL OF STRUCTURE (BR 112)	1.000	EACH
540.1000	PRECAST CONCRETE STRUCTURE (BR 110) (4267 X 3050 X 37000 BOX CULVERT)	1.000	LS
540.1000	PRECAST CONCRETE STRUCTURE (BR 111) (1220 X 1525 X 10335 OUTLET EXTENSION)	1.000	LS
540.1000	PRECAST CONCRETE STRUCTURE (BR 111) (1220 X 1525 X 1205 INLET EXTENSION)	1.000	LS
540.1000	PRECAST CONCRETE STRUCTURE (BR 112) (1220 X 1525 X 11380 OUTLET EXTENSION)	1.000	LS
540.1500	PRECAST CONCRETE STRUCTURE (1050 MM PIPE HEADWALL)	1.000	EACH
540.1500	PRECAST CONCRETE STRUCTURE (450 MM PIPE HEADWALL)	1.000	EACH
540.1500	PRECAST CONCRETE STRUCTURE (750 MM PIPE HEADWALL)	1.000	EACH

VERMONT AGENCY OF TRANSPORTATION  
PROPOSAL SCHEDULE OF PAY ITEMS

LETTING DATE: 04/17/2026 11:00 AM

CONTRACT ID: C03265

PROJECT(S): PITTSFORD-BRANDON NH 019-3(494)

ITEM NO.	DESCRIPTION	QUANTITY	UNITS
540.1500	PRECAST CONCRETE STRUCTURE (900 MM PIPE HEADWALL)	1.000	EACH
541.2200	CONCRETE, CLASS B	10.000	CY
601.0415	18 INCH PCCSP .064 (2-2/3 × 1/2)	310.000	LF
601.0425	24 INCH PCCSP .064 (2-2/3 × 1/2)	100.000	LF
601.0436	30 INCH PCCSP .079 (2-2/3 × 1/2)	610.000	LF
601.0446	36 INCH PCCSP .079 (2-2/3 × 1/2)	90.000	LF
601.0452	42 INCH PCCSP .109 (2-2/3 × 1/2)	125.000	LF
601.2615	18 INCH CPEP(SL)	495.000	LF
601.2620	24 INCH CPEP(SL)	360.000	LF
601.2625	30 INCH CPEP(SL)	110.000	LF
601.2630	36 INCH CPEP(SL)	110.000	LF
601.6015	18 INCH CSPES .064 (2-2/3 × 1/2)	11.000	EACH
601.6046	36 INCH CSPES .079 (2-2/3 × 1/2)	1.000	EACH
601.6052	42 INCH CSPES .109 (2-2/3 × 1/2)	1.000	EACH
601.7015	18 INCH CPEPES	20.000	EACH
604.1800	PRECAST REINFORCED CONCRETE DI WITH CAST IRON GRATE (1.2 M DIA.) (TRASH RACK)	1.000	EACH
604.2000	PRECAST REINFORCED CONCRETE CATCH BASIN WITH CAST IRON GRATE (1.2 M DIA.)	1.000	EACH
604.2000	PRECAST REINFORCED CONCRETE CATCH BASIN WITH CAST IRON GRATE (1.5 M DIA.)	9.000	EACH
604.4000	CHANGING ELEVATION OF DIS, CATCH BASINS, OR MANHOLES	1.000	EACH
605.1008	UNDERDRAIN PIPE, 8 INCH	5,725.000	LF
605.2008	UNDERDRAIN CARRIER PIPE, 8 INCH	525.000	LF
605.9500	UNDERDRAIN FLUSHING BASIN	17.000	EACH
608.1001	BULLDOZER RENTAL, TYPE I	50.000	HR
608.1500	POWER GRADER RENTAL	50.000	HR
608.2501	ALL-PURPOSE EXCAVATOR RENTAL, TYPE I	100.000	HR
608.3001	POWER BROOM RENTAL, TYPE I	50.000	HR
608.3700	TRUCK RENTAL	125.000	HR
608.4001	LOADER RENTAL, TYPE I	50.000	HR
609.1000	DUST CONTROL WITH WATER	2,600.000	MGAL
609.1500	DUST CONTROL WITH CALCIUM CHLORIDE	15.000	TON
610.1000	GNSS MACHINE CONTROL GRADING	1.000	LS
610.2000	GNSS CONSTRUCTION INSPECTION EQUIPMENT	1.000	EACH
610.2500	GNSS CONSTRUCTION INSPECTION SURFACE MODELS	1.000	LS
613.0602	E-STONE FILL, TYPE II	89.000	CY
613.0603	E-STONE FILL, TYPE III	495.000	CY
613.1001	STONE FILL, TYPE I	225.000	CY
613.1002	STONE FILL, TYPE II	528.000	CY
613.1003	STONE FILL, TYPE III	160.000	CY
614.1000	TEMPORARY RELOCATION OF STREAM (BR 110)	1.000	EACH
614.1000	TEMPORARY RELOCATION OF STREAM (BR 111)	1.000	EACH
614.1000	TEMPORARY RELOCATION OF STREAM (BR 112)	1.000	EACH
614.1000	TEMPORARY RELOCATION OF STREAM (STA 14+033)	1.000	EACH
617.1100	REMOVE AND RESET MAILBOX, SINGLE SUPPORT	13.000	EACH
617.1200	REMOVE AND RESET MAILBOX, MULTIPLE SUPPORT	9.000	EACH
619.1700	YIELDING MARKER POSTS	41.000	EACH

VERMONT AGENCY OF TRANSPORTATION  
PROPOSAL SCHEDULE OF PAY ITEMS

LETTING DATE: 04/17/2026 11:00 AM

CONTRACT ID: C03265

PROJECT(S): PITTSFORD-BRANDON NH 019-3(494)

ITEM NO.	DESCRIPTION	QUANTITY	UNITS
620.2500	WOVEN WIRE FENCE WITH STEEL POSTS	1,475.000	LF
620.2600	WOVEN WIRE FENCE WITH WOOD POSTS	325.000	LF
620.3000	DRIVE GATE FOR WOVEN WIRE FENCE	1.000	EACH
620.4500	PLANK RAIL FENCE	200.000	LF
620.5000	REMOVING AND RESETTING FENCE	500.000	LF
620.5500	REMOVAL OF EXISTING FENCE	5,100.000	LF
620.8200001	VEHICULAR GATE	1.000	EACH
620.9000	HAND RAILING	160.000	LF
621.0100	REMOVAL OF GUARDRAIL	1,575.000	LF
621.1060	STEEL BEAM GUARDRAIL	2,325.000	LF
621.1530	ANCHOR FOR STEEL BEAM GUARDRAIL, MGS	8.000	EACH
621.3030	MTS, MGS, TANGENT, TL-3	2.000	EACH
621.3130	MTS, MGS, FLARED, TL-3	6.000	EACH
628.1408	PVC SEWER PIPE, 2 INCH	1.000	LF
628.1416	PVC SEWER PIPE, 4 INCH	10.000	LF
630.1000	UNIFORMED TRAFFIC OFFICERS	4,500.000	HR
630.1500	FLAGGERS	13,000.000	HR
631.1000	FIELD OFFICE, ENGINEER'S	1.000	LS
631.1600	TESTING EQUIPMENT, CONCRETE	1.000	LS
631.1700	TESTING EQUIPMENT, BITUMINOUS	1.000	LS
631.1900	TESTING EQUIPMENT, GROUT	1.000	LS
631.2600	FIELD OFFICE COMMUNICATIONS (N.A.B.I.)	9,000.000	DL
633.1000	CPM SCHEDULE	30.000	EACH
634.1000	EMPLOYEE TRAINEESHIP	1,040.000	HR
635.1100	MOBILIZATION/DEMOBILIZATION	1.000	LS
641.1100	TRAFFIC CONTROL, ALL-INCLUSIVE	1.000	LS
641.1500	PORTABLE CHANGEABLE MESSAGE SIGN	2.000	EACH
646.4060	DURABLE 4 INCH WHITE LINE, RECESSED POLYUREA	20,000.000	LF
646.4160	DURABLE 4 INCH YELLOW LINE, RECESSED POLYUREA	19,000.000	LF
646.4560	DURABLE 8 INCH YELLOW LINE, RECESSED POLYUREA	35.000	LF
646.4960	DURABLE LETTER OR SYMBOL, RECESSED POLYUREA	12.000	EACH
646.6000	TEMPORARY 4 INCH WHITE LINE	59,000.000	LF
646.6100	TEMPORARY 4 INCH YELLOW LINE	56,000.000	LF
646.6900	TEMPORARY LETTER OR SYMBOL	12.000	EACH
646.7600	LINE STRIPING TARGETS	4,200.000	EACH
649.1100	GEOTEXTILE FOR ROADBED SEPARATOR	5,250.000	SY
649.3100	GEOTEXTILE UNDER STONE FILL	3,385.000	SY
651.1500	TURF ESTABLISHMENT, GENERAL SEED	96,750.000	SY
651.1600	TURF ESTABLISHMENT, SPECIALTY SEED	4,250.000	SY
651.1800	TURF ESTABLISHMENT, SOD	475.000	SY
651.3500	TOPSOIL	11,225.000	CY
651.4002	GRUBBING MATERIAL, 2 INCH	430.000	SY
651.4006	GRUBBING MATERIAL, 6 INCH	110.000	SY
651.4012	GRUBBING MATERIAL, 12 INCH	176.000	SY
653.0100	EPSC PLAN	1.000	LS

VERMONT AGENCY OF TRANSPORTATION  
PROPOSAL SCHEDULE OF PAY ITEMS

LETTING DATE: 04/17/2026 11:00 AM

CONTRACT ID:C03265

PROJECT(S):PITTSFORD-BRANDON NH 019-3(494)

ITEM NO.	DESCRIPTION	QUANTITY	UNITS
653.0200	MONITORING EPSC PLAN	700.000	HR
653.0300	MAINTENANCE OF EPSC PLAN (N.A.B.I.)	10,000.000	DL
653.1000	HAY MULCH	60.000	TON
653.1200	STRAW MULCH	2.000	TON
653.2001	ROLLED EROSION CONTROL PRODUCT, TYPE I	23,000.000	SY
653.2002	ROLLED EROSION CONTROL PRODUCT, TYPE II	6,750.000	SY
653.2501	CHECK DAM, TYPE I	300.000	CY
653.3500	STABILIZED CONSTRUCTION ENTRANCE	35.000	CY
653.4001	INLET PROTECTION DEVICE, TYPE I	10.000	EACH
653.4003	INLET PROTECTION DEVICE, TYPE III	35.000	CY
653.4500	FILTER BAG	4.000	EACH
653.4701	SILT FENCE, TYPE I	6,500.000	LF
653.4702	SILT FENCE, TYPE II	1,900.000	LF
653.5000	BARRIER FENCE	4,650.000	LF
653.5500	PROJECT DEMARCATION FENCE	14,500.000	LF
653.6000	EROSION LOG	6,500.000	LF
656.2002	EVERGREEN TREES, MEDIUM	48.000	EACH
656.3002	DECIDUOUS TREES, MEDIUM	3.000	EACH
656.3003	DECIDUOUS TREES, LARGE	42.000	EACH
656.3500	DECIDUOUS SHRUBS	241.000	EACH
656.4500	TRANSPLANTING TREES	1.000	EACH
656.5000	TRANSPLANTING SHRUBS	1.000	EACH
656.6500	LANDSCAPE WATERING	130.000	MGAL
656.8000	LANDSCAPE BACKFILL, TRUCK MEASUREMENT	400.000	CY
656.8500	TREE PROTECTION	1.000	LS
675.2000	TRAFFIC SIGN, FLAT SHEET ALUMINUM	170.000	SF
675.3410	SQUARE TUBE SIGN POST AND ANCHOR	665.000	LF
675.5000	SIGN REMOVAL, FLAT SHEET ALUMINUM	41.000	EACH
675.5000001	REMOVE PRIVATE SIGN ASSEMBLY, NON-LIGHTED	1.000	EACH
675.6000	RESETTING SIGNS	1.000	EACH
675.6000001	REMOVE AND RESET PRIVATE SIGN ASSEMBLY, NON-LIGHTED	2.000	EACH
676.1000	DELINEATOR WITH STEEL POST	22.000	EACH
676.1200	REMOVAL OF EXISTING DELINEATOR AND POST	24.000	EACH
681.1010	REMOVE AND RELOCATE LANDSCAPE ITEMS (HISTORICAL MONUMENT)	1.000	EACH
681.1010	REMOVE AND RELOCATE LANDSCAPE ITEMS (STONE WALL)	1.000	EACH
681.1010	REMOVE AND RELOCATE LANDSCAPE ITEMS (WALKWAY PAVERS)	1.000	EACH
690.0300	PRICE ADJUSTMENT, ASPHALT (N.A.B.I.)	1.000	DL
690.0400	PRICE ADJUSTMENT, FUEL (N.A.B.I.)	1.000	DL