Contract Number: C03303
Contract Name: NEWBURY WCRL(20)

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 1, 2027.

2. 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.

3. 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.

   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://vtrans.vermont.gov/sites/aot/files/documents/VTrans%20Guidance%20for%20Contractors%20and%20Suppliers.pdf.

   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.

4. 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.

   The deadline for submitting inquiries related to this Contract is 4:30 p.m. Eastern Time on November 18, 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.

5. NOTICE TO BIDDERS – OTHER SPECIFICATIONS AND CONTRACT REQUIREMENTS.

404 Corps of Engineers Permit 15g170
Impact Plans
FHWA 1273 – Required Contract Provisions for Federal Aid Construction Contracts
USDOL Davis Bacon Wage Rates by County
Vermont Agency of Transportation Bidding Requirements and Conditions
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 and E
Standard Federal Equal Employment Opportunity Construction Contract Specifications – CA26
Contractor Equal Employment Opportunity 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

6. NOTICE TO BIDDERS – BIDDERS LIST 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.

7. 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.

8. NOTICE TO BIDDERS – GENERAL SPECIAL PROVISIONS. The Contractor is hereby notified that the most recent General Special Provisions in effect on the date of advertisement shall apply to this Contract. The General Special Provisions may be found at the following address: https://vtrans.vermont.gov/highway/construct-material/construct-services/pre-contractspecifications/vermont/2024

9. 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/user_files/cadd_help/WebFiles/Downloads/Standards/VAOTconSTD_Owner.xml?_gl=1*1bgjbkk*_ga*MTE4ODI3MzMyMy4xNzcwOTA3Mzk4*_ga_V9WQH77KLW*czE3OTAyMDEzNjYkbzEyOCRnMCR0MTc5MDIwMTM3MyRqNTMkbDAkaDA.

10. 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

11. 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

12. 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 state and federal listed bats. No suitable bat habitat is present within the project limits, and no Time-of-Year (TOY) restrictions are required for tree cutting.

    The Contractor is hereby made aware of the potential for TOY restrictions related to proposed off-site activities. Cutting trees ≥ 3" DBH inches in diameter outside of the contract project limits shall require review under Section 105.25 Opening Off-Site Activity Areas.

    The Contractor is required to report any dead, injured bat(s) found during construction to the resident engineer. The VTrans Highways-Technical Services Bureau- Environmental Section Biologist shall be notified to complete the required coordination.

    (b) Archaeology: Post Review Discoveries. If previously unidentified archaeological sites are discovered during project construction, the Resident Engineer shall notify the VTrans Archaeology Officer. No further construction shall proceed until the requirements for 36 CFR 800 have been satisfied.

    Archaeology: Human Remains. 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, but not limited to, 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 VS.A. § 52l 2b(f)).

Historic/Above-Ground: none

(c) Urban Soils Background Area. The project is located within an Urban Soils Background Area, as shown on the Vermont Agency of Natural Resources *Natural Resources Atlas*. These areas may have high background levels of certain constituents, therefore the Agency has determined that material generated from these areas should be disposed of within an Urban Soil Background Area except for soils excavated within the railroad right-of-way. Urban background soils shall be reused on-site to the maximum extent possible within the Urban Soil Background Area portion of the project. Excess Urban Area soils shall be disposed off-site by the Contractor within a designated Urban Soils Background Area. The process for submittal and review of proposed disposal locations shall be in accordance with Subsection 105.25 through Subsection 105.27.

If the Contractor elects to use an alternate location outside of an Urban Soil Background Area, then soils must be disposed in accordance with the *Investigation and Remediation of Contaminated Properties Rule* (IRule) at no additional expense to the Agency. The alternate location must be reviewed and approved by the Agency and the Contractor must secure all necessary permits and approvals from the Vermont Agency of Natural Resources for the alternate disposal site.

(d) Railroad Right-of-Way Soils. Disturbed soils within the railroad right-of-way shall be kept within the railroad right-of-way. The disturbed soils shall be either reused on-site within the railroad right-of-way to the extent possible or disposed of within the railroad right-of-way at the location provided in the Contract Plans, or as approved through an offsite activity request submitted by the Contractor. If the Contractor elects to use a location outside of the railroad right-of-way, then soils must be disposed of and/or stockpiled in accordance with the *Investigation and Remediation of Contaminated Properties Rule* (IRule) at no additional expense to the Agency. The locations must be reviewed and approved by the Agency and the Contractor must secure all necessary permits and approvals from the Vermont Agency of Natural Resources.

13. NOTICE TO BIDDERS – UTILITIES. The Contractor is advised 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.).

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.

14. NOTICE TO BIDDERS – RAILROAD SPECIAL PROVISIONS.

(a) Indemnification; Railroad Protective Liability Insurance. All Contractors hired by the State pursuant to this Agreement to indemnify and save harmless the Operating Railroad, the State, their successors and assigns, and their agents and employees, against all loss, cost, damage and expense, including (but not limited to) damage to Operating Railroad property, or the property of others, injury or death to Operating Railroad employees or to others due directly in any way to the work done by the Contractor while working within or adjacent to the railroad right-of---way during the construction of this Project, as covered by this Agreement. In this connection, the State will require its Contractors to secure policies of insurance in the name of the Operating Railroad and the State providing railroad protective liability coverages of $2,000,000.00 per occurrence and $6,000,000.00 in the aggregate, or such maximum amount as specified by 23 C.F.R. Part 646 ("Railroads"), Subpart A("Railroad-Highway Insurance Protection") as specified in Subsection 103.04(d) of the latest edition of the Vermont Agency of Transportation's Standard Specifications for Construction in effect on the date of the advertisement for bids. Named insured shall be the Operating Railroad and the State of Vermont.

(b) Additional Insurance. All Contractors hired by the State pursuant to this Agreement shall secure Contractor's Liability Protection Insurance providing bodily injury liability coverage that meets or exceeds the minimum amounts as specified in Subsection 103.04(b) of the latest edition of the Vermont Agency of Transportation's Standard Specifications for Construction in effect on the date of the advertisement for bids.

(c) General Statement of Conditions Causing Railroad Hazards.

(1) Scope. Provisions for safeguards to the property and operations of Railroad during construction by the State's Contractor.

(2) General. The Contractor shall meet all requirements as specified in Section 632 and Subsection 104.04(b) of the latest edition of the Vermont Agency of Transportation's Standard Specifications for Construction in effect on the date of the advertisement for bids.

The Contractor shall reimburse the Railroad for all necessary flagging and inspection services required by these specifications. Final settlement with the Contractor shall be contingent on certification that the Railroad has been reimbursed.

The Contractor will install, maintain and remove any temporary crossings, if required, at the expense of the Contractor.

(3) Train Delays/Liquidated Damages. The Contractor shall pay liquidated damages to the Operating Railroad as specified in Section 199 of the last edition of the Vermont Agency of Transportation's Standard Specifications for Construction in effect on the date of the advertisement for bids. The Operating Railroad shall notify the Engineer immediately if a train delay has occurred. The Operating Railroad shall contact the Engineer in writing within 24 hours of the delay occurring to begin the delay documentation process. If VTrans notes a delay and the Operating Railroad has not begun the documentation process, the Engineer will contact the Rail Director to initiate the documentation process. The Engineer will work with the Operating Railroad to verify the duration and details of the delay. The Operating Railroad shall, within thirty (30) calendar days of the delay, provide the Engineer an invoice addressed to the Agency outlining the details of the delay. After the documentation is received and approved for payment, the Engineer will initiate the payment process in the next biweekly estimate. The amount owed to the Operating Railroad will be deducted from the amount due to the Contractor from the State and will be paid to the Operating Railroad within 30 calendar days after the delay documentation has been finalized.

TABLE 1 – RAILROAD DELAY PENALTIES

Type of Delay	Description	Damages
Initial	Each delay that does not exceed a maximum duration of five minutes per train	$4,000.00
Incremental	Each additional delay that extends beyond five minutes to 20 minutes per train	$2,000.00
Successive	Each additional 15-minute period of time delay per train	$1,500.00

TABLE 2 – EXAMPLE LIQUIDATED DAMAGES CALCULATION

Example of Liquidated Damages for a 65-minute Delay		
Minutes of Delay	Added Cost	Total Time Past Work Window
First 5 minutes	$4,000.00	5 minutes
Subsequent 15 minutes	$2,000.00	20 minutes (5+15)
An additional 15 minutes	$1,500.00	35 minutes (20+15)
An additional 15 minutes	$1,500.00	50 minutes (35+15)
An additional 15 minutes	$1,500.00	65 minutes (50+15)
	$10,500.00	Total for a 65-minute delay

(4) Hazards. For emergency use only, immediately call 888-265-2735.

An operating track shall be considered fouled and subject to hazard when any object or operation is brought closer than twenty-five (25) feet to the centerline of the tracks.

A signal line or communication line shall be considered fouled and subject to hazard when any object is brought closer than four (4) feet to any wire of the line. An electrical supply line shall be considered fouled and subject to hazard when any object is brought closer than ten (10) feet to any wire of the line.

Cranes, trucks, power shovels or any other equipment shall be considered as fouling a track, signal line, communication or electric supply line when working in such a position that failure of equipment with or without load could foul the track, signal line, communication or electric supply line. None of these or similar operations shall be carried on during the approach or passing of a train.

In the construction of staging, false work or forms, the Contractor shall maintain a minimum vertical clearance of twenty-two (22) feet above the top of high rail and a minimum side clearance of twenty-five (25) feet from the center line of track during the approach or passing of a train.

(d) Periods During Which the State's Contractor Shall Have Exclusive and Uninterrupted Access to the Railroad Right-Of-Way. The Operating Railroad grants the State and/or the State's Contractor the right of entrance to the railroad right-of-way so that the Project fieldwork may be completed between April 1, 2027 and October 1, 2027. The temporary rights shall include exclusive and uninterrupted occupancy of the railroad right-of-way to access the Project during the following time segments:

(1) Saturday – Sunday 0001 hrs through 2359 hrs each day
(2) One (1) 114 hour closure at the discretion of the operating railroad.

The Contractor is hereby advised that the Operating Railroad's schedule is subject to revision. It is not the intention of the Operating Railroad to interrupt any defined occupancy period events during the contract period. However, in the event of extraordinary circumstances, the Operating Railroad may request passage of train(s) through the project limits, in which case, the Contractor will receive verbal notice from the Operating Railroad at least sixty (60) minutes prior to the train's arrival. The Contractor shall allow train passage and shall not be reimbursed for any incurred expense. Furthermore, no Liquidated Damages will be assessed the Contractor for any delays occurring within this exclusive and uninterrupted access period.

(e) Periods During Which the State's Contractor Shall Have Non-Exclusive and Interruptible Access to the Railroad Right-Of-Way. The Operating Railroad grants the State and/or the State's Contractor right of entrance to the railroad right-of-way so that the Project fieldwork may be completed between April 1, 2027, and October 1, 2027. The State's Contractor must confirm temporary work windows with the Operating Railroad prior to scheduling the work. Temporary work windows shall be non-exclusive and interruptible occupancy of the railroad right-of-way to access the Project during the following time segments:

(1) Monday – Friday 0001 hrs through 2359 hrs each day. Expect two trains per day.

The Contractor is hereby advised that the Operating Railroad's schedule is subject to revision. It is not the intention of the railroad to interrupt any defined occupancy period events during the contract period but from time to time it may be necessary to allow passage of a train(s) through the project limits. The Contractor will receive verbal notice communicated by the Operating Railroad at least sixty (60) minutes prior to the train's arrival. The Contractor shall allow train passage and shall not be reimbursed for any incurred expense.

While additional periods of exclusive and non-exclusive track occupancy may be available, the Operating Railroad does not make any representations to the State as to such availability. The specified non-exclusive and interruptible occupancy intervals will be subject to revision.

(f) Vermont Rail System Flagging Service Rates.

(1) Contractor shall request flagger services at least ten days prior to mobilization data and shall be requested via https://vtrans.vermont.gov on the Rail, Property Management site.

(2) Flagger time begins and ends at assigned Vermont Rail System (VRS) Terminal.

(3) Cancellation or modification of flagging services assignment must be submitted in writing and received by VRS at least twenty-four hours prior to start of assigned time.

(4) Weekday Rates (Monday through Friday):

a. Regular (up to eight (8) hours/day) $88.00 per hour

b. Overtime (after eight (8) hours) $113.00 per hour

c. Mileage: Per GSA published rate at time of advertisement for bids

(5) Weekend (Saturday through Sunday) and Holiday Rates (Holiday schedule per The State's labor contract):

a. Per each hour employed $140.00 per hour

b. Mileage: $0.78 per mile

(6) Minimum charge for the flagging work is 4 hours straight time.

(7) The Contractor shall contact Shane Filskov, General Manager, at 802-775-4356 or at sfilskov@vrs.us.com to coordinate any approved shutdown on the railroad.

The Contractor shall provide, as required by the Operating Railroad, information necessary for invoicing purposes.

15. NOTICE TO BIDDERS – FEDERAL RAILROAD ADMINISTRATION REGULATIONS. The Contractor is hereby notified that the Contractor and their subcontractors are required to follow the requirements of the Code of Federal Regulations (CFR), specifically Title 49, Subtitle B, Chapter II related to the Federal Railroad Administration, Department of Transportation Regulations. Particular attention is called to the following Parts:

(a) Part 213 – Track Safety Standards. The Contractor and subcontractors conducting track work activities shall be required to comply with 49 CFR 213. When track work activities are being completed, the Contractor or its subcontractor shall provide a 49 CFR 213 qualified individual to inspect and approve that the track is compliant with track safety standards prior to train traffic. For further guidance on the requirements of Part 213 – Track Safety Standards, please go to the following web link: https://www.ecfr.gov/current/title-49/subtitle-B/chapter-II/part-213?toc=1.

(b) Part 214 – Railroad Workplace Safety. The Contractor and subcontractors shall comply with 49 CFR Part 214. Any relevant training certifications shall be provided to the Operating Railroad in advance of construction operations. Recommendations of entities that provide railroad worker protection safety training will be provided to the Contractor at the preconstruction conference. Workers without training certification will be required to take part in a job specific safety briefing with the Operating Railroad prior to the start of construction operations. Daily job briefings shall be documented by the Contractor and submitted to the Engineer weekly. For guidance on the requirements of Part 214 – Railroad Workplace Safety, please go to the following web link: https://www.ecfr.gov/current/title-49/subtitle-B/chapter-II/part-214.

(c) Part 219 – Control of Alcohol and Drug Use. The Contractor and subcontractors shall comply with 49 CFR Part 219. For guidance on requirements of Part 219 – Control of Alcohol and Drug Use, please go to the following web link: https://www.ecfr.gov/current/title-49/subtitle-B/chapter-II/part-219.

(d) Part 243 – Training, Qualification, and Oversight for Safety Related Railroad Employees. The Contractor and subcontractors shall comply with 49 CFR Part 243. Any relevant training certifications shall be provided to the Operating Railroad in advance of construction operations. For guidance on the requirements of Part 243 – Training, Qualification, and Oversight for Safety-Related Railroad Employees, please go to the following web link: https://www.ecfr.gov/current/title-49/subtitle-B/chapter-II/part-243.

16. NOTICE TO BIDDERS – RAILROAD FIRE PREVENTION PLAN. The Contractor is hereby notified of the Operating Railroad's requirement for a fire prevention plan. Prior to performing any construction activities that include an open flame or that may produce sparks in the vicinity of bridge timbers or timber bridge elements, the Contractor shall provide a fire prevention plan to the Operating Railroad. This plan shall, at a minimum, include the following components:

(a) General Statement of Fire Safety.

(b) Job Safety Briefings.

(c) Fire Risk Assessment.

(d) Fire Prevention. Fire prevention shall, at a minimum, include measures to soak the area of work with water and monitor the area for flames for 2 hours after sparks are generated.

(e) Fire Suppression.

17. 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
NA	NA	NA

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.

18. NOTICE TO BIDDERS – SPECIAL CONSTRUCTION REQUIREMENTS.

(a) The Contractor shall maintain a safe access to all public roadways, private driveways, business entrances and public access areas at all times during the construction of this project.

(b) In no case shall any travel way width for traffic be reduced to less than 14 feet. The travel way width shall remain free of obstructions and obstacles at all times.

(c) 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:

Newbury Town Office
4982 Main Street
Newbury, VT 05051
802-866-5521

19. 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.

20. NOTICE TO BIDDERS – SUBSECTION 101.02. Subsection 101.02 is hereby modified by revising the definition of "Contract" to add the phrase "General Special Provisions" immediately following the phrase "Standard Specifications".

21. 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* or *AASHTO M 180-23* may be substituted in place of material meeting *AASHTO M 180-25*.

SECTION 662-0001 – TIMBER DECK AND BACKWALLS, RAILROAD BRIDGE

662-0001.01 DESCRIPTION. This work shall consist of constructing a new timber deck and installing new timber backwalls on a railroad bridge at the locations indicated on the Plans and as directed by the Engineer.

662-0001.02 MATERIALS. Materials shall meet the requirements of the following subsections:

Mortar, Type IV .....707.01(e)
Railroad Ties 709.04
Bridge Tie Connection Hardware .....715.08(i)
Other Bridge Tie Accessories .....715.08(j)
Timber Preservative 726.01

(a) Tie Spacer Curbs. Tie spacer curbs shall be solid sawn treated timber from mixed hardwoods in accordance with *AREMA Chapter 7, Section 1.7* and shall be of the sizes specified on the Plans.

(b) Tie Spacer Blocks. Tie spacer blocks shall be solid sawn treated timber from mixed hardwoods in accordance with *AREMA Chapter 7, Section 1.7* and shall be of the sizes specified on the Plans.

(c) Timber Backwalls. Timber backwalls shall be No. 1 Grade or better solid sawn treated oak in accordance with *AREMA Chapter 7, Section 1.7* and shall be of the sizes specified on the Plans.

662-0001.03 CONSTRUCTION REQUIREMENTS. The Contractor shall remove and properly dispose of all existing bridge ties, tie spacer blocks, tie spacer curbs, and timber backwalls as shown on the Plans. New timber bridge ties, tie spacer curbs, tie spacer blocks, and timber backwalls, including tie attachment hardware, shall be installed as detailed on the Plans and as directed by the Engineer.

Installation of new timber bridge ties, tie spacer blocks, tie spacer curbs, and timber backwalls shall be performed in accordance with *AREMA Chapter 7, Section 1.7.8*; *AREMA Chapter 7, Part 4*; and *AREMA Chapter 15, Section 8.3*.

Timber bridge ties and tie spacer blocks shall be installed over the superstructure members. Tie spacer blocks shall be placed on stringer, beam or girder top flanges between bridge ties and shall be adjusted as necessary to provide a maximum nominal clear distance between ties of 6 inches for structural ties, 6 inches for bearing ties on steel beams or girders, and 8 inches for bearing ties on timber stringers. At a minimum, the bridge ties shall be securely fastened to the superstructure every fourth tie, and every other tie on curved track, or as directed by the Engineer.

Timber backwalls shall be installed as shown on the Plans, followed by the tie spacer curb at the edges of the deck. Tie spacer curb lengths shall be adjusted as necessary during construction.

Tie spacer blocks and tie spacer curbs shall be securely fastened with 16d galvanized nails directly to all ties and backwall timbers.

Holes for bolts connecting bridge ties to stringers shall be drilled the same diameter as the hex-head bolts or hook bolts. Bridge tie to stringer connectors shall be installed in accordance with the manufacturer's instructions. Holes for all lag screws or lag bolts shall be predrilled with a bit not larger than the body of the screw at the base of the thread.

All field cut ends and connection holes in timber members shall be treated with a field-applied preservative treatment in accordance with Subsection 726.01, and as approved by the Engineer.

662-0001.04 METHOD OF MEASUREMENT. When specified to be measured as a lump sum, the quantity of Timber Deck and Backwalls, Railroad Bridge to be measured for payment will be on a lump sum basis in the complete and accepted work.

When specified to be measured by the linear foot, the quantity of Timber Deck and Backwalls, Railroad Bridge to be measured for payment will be the number of linear feet of timber deck installed in the complete and accepted work, measured along the centerline of the tracks between the backs of abutment backwalls.

The quantity of Timber Backwall, Railroad Bridge to be measured for payment will be the number of each timber backwall installed in the complete and accepted work.

662-0001.05 BASIS OF PAYMENT. The accepted quantity of Timber Deck and Backwalls, Railroad Bridge will be paid for at the Contract lump sum price or at the Contract unit price per linear foot, as applicable. Payment will be full compensation for furnishing, transporting, handling, and installing timber bridge ties, tie spacer curbs, tie spacer blocks, timber backwalls, and tie attachment hardware; and for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work.

The accepted quantity of Timber Backwall, Railroad Bridge will be paid for at the Contract unit price per each. Payment will be full compensation for furnishing, transporting, handling, and installing timber backwalls and for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work.

Removal of existing materials and drilling and grouting of holes for threaded anchor rods will be paid for separately under the appropriate Contract items.

Payment will be made under:

Pay Item		Pay Unit
662.0110001	Timber Deck and Backwalls, Railroad Bridge	Lump Sum
662.0110002	Timber Deck and Backwalls, Railroad Bridge	Linear Foot
662.0110003	Timber Backwall, Railroad Bridge	Each

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
NEW ENGLAND DISTRICT
696 VIRGINIA ROAD
CONCORD MASSACHUSETTS 01742-2751

September 30, 2026

Regulatory Division
File Number: NAE-2026-00806

Mr. Glenn Gingras
VTrans Senior Biologist
Vermont Agency of Transportation
219 North Main Street
Barre, Vermont 05641
Sent by email: Glenn.Gingras@vermont.gov

Dear Mr. Gingras:

The U.S. Army Corps of Engineers (USACE) has reviewed your application to discharge dredged or fill material in up to 400 square feet (0.009 acre) of Harriman Brook in conjunction with the removal and replacement of existing steel superstructure, along with rehabilitation of abutment and channel armoring of Bridge No. 520 on the Washington County Railroad in Newbury, Vermont. The proposed regulated activity associated with this project is detailed on the attached drawings, in eight sheets, titled "NEWBURY WCRL(20), dated "13-JAN-2026" and "2/26/2026".

Project Description

- Permanent fill will be placed in up to 100 square feet of streambed below the ordinary high water mark (OHWM) for scour protection around the bridge abutments.
- Temporary fill will be placed in up to 300 square feet of streambed below OHWM. All temporary fills will be removed after construction and pre-construction conditions will be restored.

Based on the information provided, the Corps has verified that the proposed actions are authorized under Nationwide Permit (NWP) 3, Maintenance, pursuant to authorities under Section 404 of the Clean Water Act (33 U.S.C. § 1344).

You must ensure the proposed work is performed in accordance with the enclosed applicable terms and conditions.

By this letter, we are also advising you that the Federal Highway Administration (FHWA) completed Section 106 of the National Historic Preservation Act compliance for the proposed activity and is the lead Federal agency responsible for Section 106 compliance for this Department of the Army authorization. We remind you of your requirement to implement the September 21, 2026 Memorandum of Agreement.

You are also required to complete and return the enclosed Compliance Certification form within 30 days of completing your project. Please email the completed documents to the representative identified in the last paragraph of this letter.

A change in location or project plans may require re-evaluation of your project. Proposed changes should be coordinated with this office prior to construction. Failure to comply with all terms and conditions of these permits (NWP) invalidate this authorization and could result in a violation of Section 301 of the Clean Water Act or Section 10 of the Rivers and Harbors Act of 1899. You must also obtain all local, state, Tribal, and other Federal permits that apply to this project.

The State of Vermont issued a conditioned Water Quality Certification (WQC) decision for your project (enclosed). You must comply with the conditions specified in the WQC decision for this NWP authorization to be valid.

The Corps' verification of this NWP authorization is valid until March 14, 2031, unless the NWP is modified, reissued, or revoked prior to that date. If the authorized work for the NWP authorization has not been completed by that date and you have commenced or are under contract to commence this activity before March 14, 2031, you will have until March 14, 2032, to complete the activity under the enclosed terms and conditions of this NWP.

If you have any questions, please contact Mr. Michael S. Adams, Senior Project Manager at (802) 872-2893, or by email at Michael.s.adams@usace.army.mil.

In order to better serve you, please complete the Customer Service Survey located at: https://regulatory.ops.usace.army.mil/customer-service-survey/.

Sincerely,



Colin M. Greenan
Chief, New Hampshire and Vermont Section
Regulatory Division

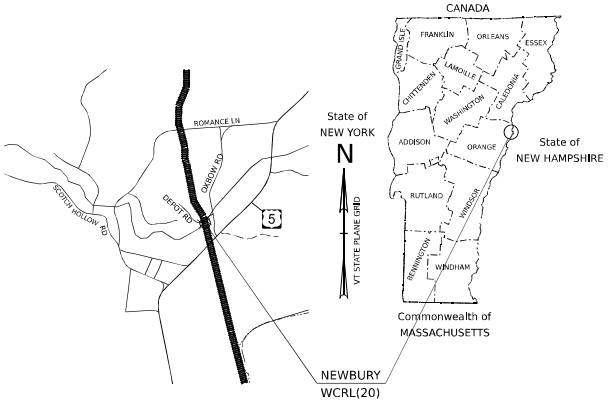
Enclosures

cc:
U.S. EPA, Region 1; R1_CWA404_REG@epa.gov
Mr. Jaron Borg, VT DEC, jaron.borg@vermont.gov

REVIEWER NOTES:

1. CONCEPTUAL SUPERSTRUCTURE AND SUBSTRUCTURE SHOWN IN PROFILE VIEW.
2. ANTICIPATED WORK TO BE COMPLETED INCLUDES THE FOLLOWING:
   - I. REMOVE EXISITING SUPERSTRUCTURE INCLUDING TIMBER BRIDGE DECK TIES, STEEL BEAMS AND BEARINGS.
   - II. REMOVE APPROXIMATELY 4 INCHES OF EXISTING CONCRETE BRIDGE SEAT DEPTH AND EXISTING CONCRETE BACKWALL AT EACH ABUTMENT. REPLACE REMOVED CONCRETE WITH A PRECAST CONCRETE BRIDGE SEAT AND BACKWALL. NEW BRIDGE SEAT ELEVATION TO BE RAISED APPROXIMATELY 9 INCHES FROM EXISTING BRIDGE SEAT ELEVATION TO ELIMINATE THE NEED FOR PEDESTALS AT EACH BEARING.
   - III. SET PRECAST CONCRETE BRIDGE SEATS AND BACKWALLS IN PLACE, DRILL AND GROUT DOWELS TO CONNECT PRECAST SEAT AND BACKWALL TO EXISTING CONCRETE ABUTMENT. BACKFILL APPROACHES AND RECONSTRUICTION TRACK APPROACHES.
   - IV. SET SUPERSTRUCTURE IN PLACE ON NEW REINFORCED ELASTOMERIC BEARING PADS.
   - V. SET TIMBER BALLAST RETAINER ON TOP OF CONCRETE BACKWALL. INSTALL NEW TIMBER BRIDGE DECK OVER SUPERSTRUCTURE.
   - VI. RESET EXISTING 115 RE RAIL. RAISE, ALIGN AND SURFACE TRACK.
3. CONSTRUCTION OF THE NEW SUPERSTRUCTURE AND SUBSTRUCTURE REHABILITATION WILL BE DONE DURING EXCLUSIVE TRACK ACCESS WINDOWS OUTLINED UNDER THE RAILROAD AGREEMENT.
4. TOTAL EARTH DISTURBANCE FOR THE PROJECT IS APPROXIMATELY 0.22 ACRES, PROJECT WILL FALL UNDER NON-JURISDICTIONAL, TYPE II PER THE VTRANS EPSC PROTOCOL (REVISED SEPTEMBER 2020), A COMPLETE EPSC PLAN WILL NOT BE SHOWN IN THE PLANS. ESTIMATED QUANTITIES WILL BE PROVIDED.
5. THIS PROJECT DOES NOT REQUIRE PROPERTY EASEMENTS OUTSIDE OF UTILIZING THE EXISTING RAILROAD RIGHT-OF-WAY FOR CONSTRUCTION STAGING AND ACCESS.

STATE OF VERMONT
AGENCY OF TRANSPORTATION



PROPOSED IMPROVEMENT
RAIL PROJECT

TOWN OF NEWBURY

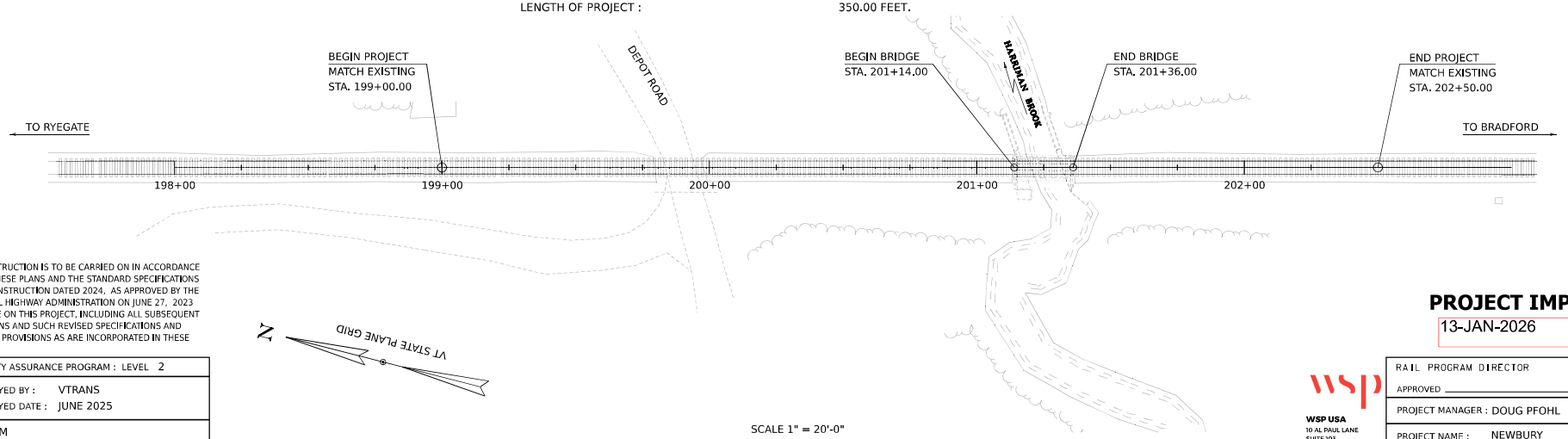
COUNTY OF ORANGE

ROUTE NO : WASHINGTON COUNTRY RAILROAD BRIDGE NO : 520

PROJECT LOCATION : WASHINGTON COUNTY RAILROAD, CONNECTICUT RIVER LINE - LYNDONVILLE SUBDIVISION, BRIDGE NO. 520 OVER HARRIMAN BROOK AT MILE POST 68.86 IN NEWBURY

PROJECT DESCRIPTION : REMOVAL AND REPLACEMENT OF EXISTING STEEL SUPERSTRUCTURE AND CONCRETE BRIDGE SEATS AND BACKWALLS WITH STEEL OPEN DECK SUPERSTRUCTURE, PRECAST CONCRETE BRIDGE SEATS AND BACKWALLS, AND ASSOCIATED TRACK WORK AND CHANNEL ARMORING.

LENGTH OF STRUCTURE : 22.00 FEET.
LENGTH OF ROADWAY : 328.00 FEET.
LENGTH OF PROJECT : 350.00 FEET.



CONSTRUCTION IS TO BE CARRIED ON IN ACCORDANCE WITH THESE PLANS AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION DATED 2024, AS APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION ON JUNE 27, 2023 FOR USE ON THIS PROJECT, INCLUDING ALL SUBSEQUENT REVISIONS AND SUCH REVISED SPECIFICATIONS AND SPECIAL PROVISIONS AS ARE INCORPORATED IN THESE PLANS.

SCALE 1" = 20'-0"
20 0 20

PROJECT IMPACTS
13-JAN-2026

QUALITY ASSURANCE PROGRAM : LEVEL	2
SURVEYED BY :	VTRANS
SURVEYED DATE :	JUNE 2025
DATUM	
VERTICAL	NAVD 88
HORIZONTAL	NAD 83 (2011)

WSP USA
10 AL PAUL LANE
SUITE 103
MERRIMACK, NH 03054
PHONE: (603) 647-2012
FAX: (603) 647-2032
www.wsp.com

RAIL PROGRAM DIRECTOR
APPROVED _____ DATE _____

PROJECT MANAGER : DOUG PFOHL

PROJECT NAME : NEWBURY
PROJECT NUMBER : WCRL(20)

SHEET 1 OF 9 SHEETS

GENERAL INFORMATION

SYMBOLOGY LEGEND NOTE

THE SYMBOLOGY ON THIS SHEET IS INTENDED TO COVER STANDARD CONVENTIONAL SYMBOLOGY. THE SYMBOLOGY IS USED FOR EXISTING & PROPOSED FEATURES WITH HEAVIER LINEWEIGHT, IN COMBINATION WITH PROJECT ANNOTATION, AS NOTED ON PROJECT PLAN SHEETS. THIS LEGEND SHEET COVERS THE BASICS. SYMBOLOGY ON PLANS MAY VARY, PLAN ANNOTATIONS AND NOTES SHOULD BE USED TO CLARIFY AS NEEDED.

R.O.W. ABBREVIATIONS (CODES) & SYMBOLS

POINT	CODE	DESCRIPTION
	CH	CHANNEL EASEMENT
	CONST	CONSTRUCTION EASEMENT
	CUL	CULVERT EASEMENT
	D&C	DISCONNECT & CONNECT
	DIT	DITCH EASEMENT
	DR	DRAINAGE EASEMENT
	DRIVE	DRIVEWAY EASEMENT
	EC	EROSION CONTROL
	HWY	HIGHWAY EASEMENT
	I&M	INSTALL & MAINTAIN EASEMENT
	LAND	LANDSCAPE EASEMENT
	R&RES	REMOVE & RESET
	R&REP	REMOVE & REPLACE
	SR	SLOPE RIGHT
	UE	UTILITY EASEMENT
	(P)	PERMANENT EASEMENT
	(T)	TEMPORARY EASEMENT
■	BNDNS	BOUND SET
⧈	BNDNS	BOUND TO BE SET
●	IPNS	IRON PIN SET
◎	IPNS	IRON PIN TO BE SET
⊠	CALC	EXISTING ROW POINT
○	PROW	PROPOSED ROW POINT
[LENGTH]		LENGTH CARRIED ON NEXT SHEET

COMMON TOPOGRAPHIC POINT SYMBOLS

POINT	CODE	DESCRIPTION
	APL	BOUND APPARENT LOCATION
	BM	BENCHMARK
	BND	BOUND
	CB	CATCH BASIN
	COMB	COMBINATION POLE
	DITHR	DROP INLET THROATED DNC
	EL	ELECTRIC POWER POLE
	FPOLE	FLAGPOLE
	GASFIL	GAS FILLER
	GP	GUIDE POST
	GSO	GAS SHUT OFF
	GUY	GUY POLE
	GUYW	GUY WIRE
	GV	GATE VALVE
	H	TREE HARDWOOD
	HCTRL	CONTROL HORIZONTAL
	HVCTRL	CONTROL HORIZ. & VERTICAL
	HYD	HYDRANT
	IP	IRON PIN
	IPIPE	IRON PIPE
	LI	LIGHT - STREET OR YARD
	MB	MAILBOX
	MH	MANHOLE (MH)
	MM	MILE MARKER
	PM	PARKING METER
	PMK	PROJECT MARKER
	POST	POST STONE/WOOD
	RRSIG	RAILROAD SIGNAL
	RRSL	RAILROAD SWITCH LEVER
	S	TREE SOFTWOOD
	SAT	SATELLITE DISH
	SHRUB	SHRUB
	SIGN	SIGN
	STUMP	STUMP
	TEL	TELEPHONE POLE
	TIE	TIE
	TSIGN	SIGN W/DOUBLE POST
	VCTRL	CONTROL VERTICAL
	WELL	WELL
	WSO	WATER SHUT OFF

THESE ARE COMMON VAOT SURVEY POINT SYMBOLS FOR EXISTING FEATURES, ALSO USED FOR PROPOSED FEATURES WITH HEAVIER LINEWEIGHT, IN COMBINATION WITH PROPOSED ANNOTATION.

PROPOSED GEOMETRY CODES

CODE	DESCRIPTION
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
CC	CENTER OF CURVE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PRC	POINT OF REVERSE CURVE
POB	POINT OF BEGINNING
POE	POINT OF ENDING
STA	STATION PREFIX
AH	AHEAD STATION SUFFIX
BK	BACK STATION SUFFIX
D	CURVE DEGREE OF (100FT)
R	CURVE RADIUS OF
T	CURVE TANGENT LENGTH
L	CURVE LENGTH OF
E	CURVE EXTERNAL DISTANCE

UTILITY SYMBOLOGY

UNDERGROUND UTILITIES

- UGU — UTILITY (GENERIC-UNKNOWN)
- UT — TELEPHONE
- UE — ELECTRIC
- UC — CABLE (TV)
- UEC — ELECTRIC+CABLE
- UET — ELECTRIC+TELEPHONE
- UCT — CABLE+TELEPHONE
- UECT — ELECTRIC+CABLE+TELEP.
- G — GAS LINE
- W — WATER LINE
- S — SANITARY SEWER (SEPTIC)

ABOVE GROUND UTILITIES (AERIAL)

- AGU — UTILITY (GENERIC-UNKNOWN)
- T — TELEPHONE
- E — ELECTRIC
- C — CABLE (TV)
- EC — ELECTRIC+CABLE
- ET — ELECTRIC+TELEPHONE
- AER E&T — ELECTRIC+TELEPHONE
- CT — CABLE+TELEPHONE
- ECT — ELECTRIC+CABLE+TELEP.
- UTILITY POLE GUY WIRE

PROJECT CONSTRUCTION SYMBOLOGY

PROJECT DESIGN & LAYOUT SYMBOLOGY

- CZ — CLEAR ZONE
- PLAN LAYOUT MATCH LINE

PROJECT CONSTRUCTION FEATURES

- TOP OF CUT SLOPE
- TOE OF FILL SLOPE
- STONE FILL
- BOTTOM OF DITCH ℄
- CULVERT PROPOSED
- STRUCTURE SUBSURFACE
- PDF — PDF — PROJECT DEMARCATION FENCE
- BF — BF — BARRIER FENCE
- TREE PROTECTION ZONE (TPZ)
- STRIPING LINE REMOVAL
- SHEET PILES

CONVENTIONAL BOUNDARY SYMBOLOGY

BOUNDARY LINES

- TOWN LINE — TOWN BOUNDARY LINE
- COUNTY LINE — COUNTY BOUNDARY LINE
- STATE LINE — STATE BOUNDARY LINE
- PROPOSED STATE R.O.W. (LIMITED ACCESS)
- PROPOSED STATE R.O.W.
- STATE ROW (LIMITED ACCESS)
- STATE ROW
- TOWN ROW
- PERMANENT EASEMENT LINE (P)
- TEMPORARY EASEMENT LINE (T)
- SURVEY LINE
- P/L — PROPERTY LINE (P/L)
- SR SR SR — SLOPE RIGHTS
- 6F — 6F — 6F PROPERTY BOUNDARY
- 4F — 4F — 4F PROPERTY BOUNDARY
- HAZ — HAZ — HAZARDOUS WASTE

EPSC LAYOUT PLAN SYMBOLOGY

EPSC MEASURES

- IN-WATER SEDIMENT ISOLATION
- SILT FENCE
- SILT FENCE WOVEN WIRE
- CHECK DAM
- DISTURBED AREAS REQUIRING RE-VEGETATION
- EROSION MATTING

SEE EPSC DETAIL SHEETS FOR ADDITIONAL SYMBOLOGY

ENVIRONMENTAL RESOURCES

- WETLAND BOUNDARY
- RIPARIAN BUFFER ZONE
- WETLAND BUFFER ZONE
- SOIL TYPE BOUNDARY
- T&E — THREATENED & ENDANGERED SPECIES
- HAZ — HAZ — HAZARDOUS WASTE AREA
- AG — AGRICULTURAL LAND
- HABITAT — FISH & WILDLIFE HABITAT
- FLOOD PLAIN — FLOOD PLAIN
- OHW — ORDINARY HIGH WATER (OHW)
- STORM WATER
- USDA FOREST SERVICE LANDS
- WILDLIFE HABITAT SUIT/CONN

ARCHEOLOGICAL & HISTORIC

- ARCH — ARCHEOLOGICAL BOUNDARY
- HISTORIC DIST — HISTORIC DISTRICT BOUNDARY
- HISTORIC — HISTORIC AREA
- (H) HISTORIC STRUCTURE

CONVENTIONAL TOPOGRAPHIC SYMBOLOGY

EXISTING FEATURES

- ROAD EDGE PAVEMENT
- ROAD EDGE GRAVEL
- DRIVEWAY EDGE
- DITCH
- FOUNDATION
- FENCE (EXISTING)
- FENCE WOOD POST
- FENCE STEEL POST
- GARDEN
- ROAD GUARDRAIL
- RAILROAD TRACKS
- CULVERT (EXISTING)
- STONE WALL
- WALL
- WOOD LINE
- BRUSH LINE
- HEDGE
- BODY OF WATER EDGE
- LEDGE EXPOSED

PROJECT NAME:	NEWBURY
PROJECT NUMBER:	WCRL(20)
FILE NAME:	15g170legend
PROJECT LEADER:	A. STOCKIN
DESIGNED BY:	N. GOMEZ
SYMBOLOGY LEGEND	
PLOT DATE:	13-JAN-2026
DRAWN BY:	VTRANS
CHECKED BY:	VTRANS
SHEET	3 OF 9

LEGEND

AREA/BOUNDARY LINESTYLE SYMBOLOGY

TOTAL IMPACT AREA

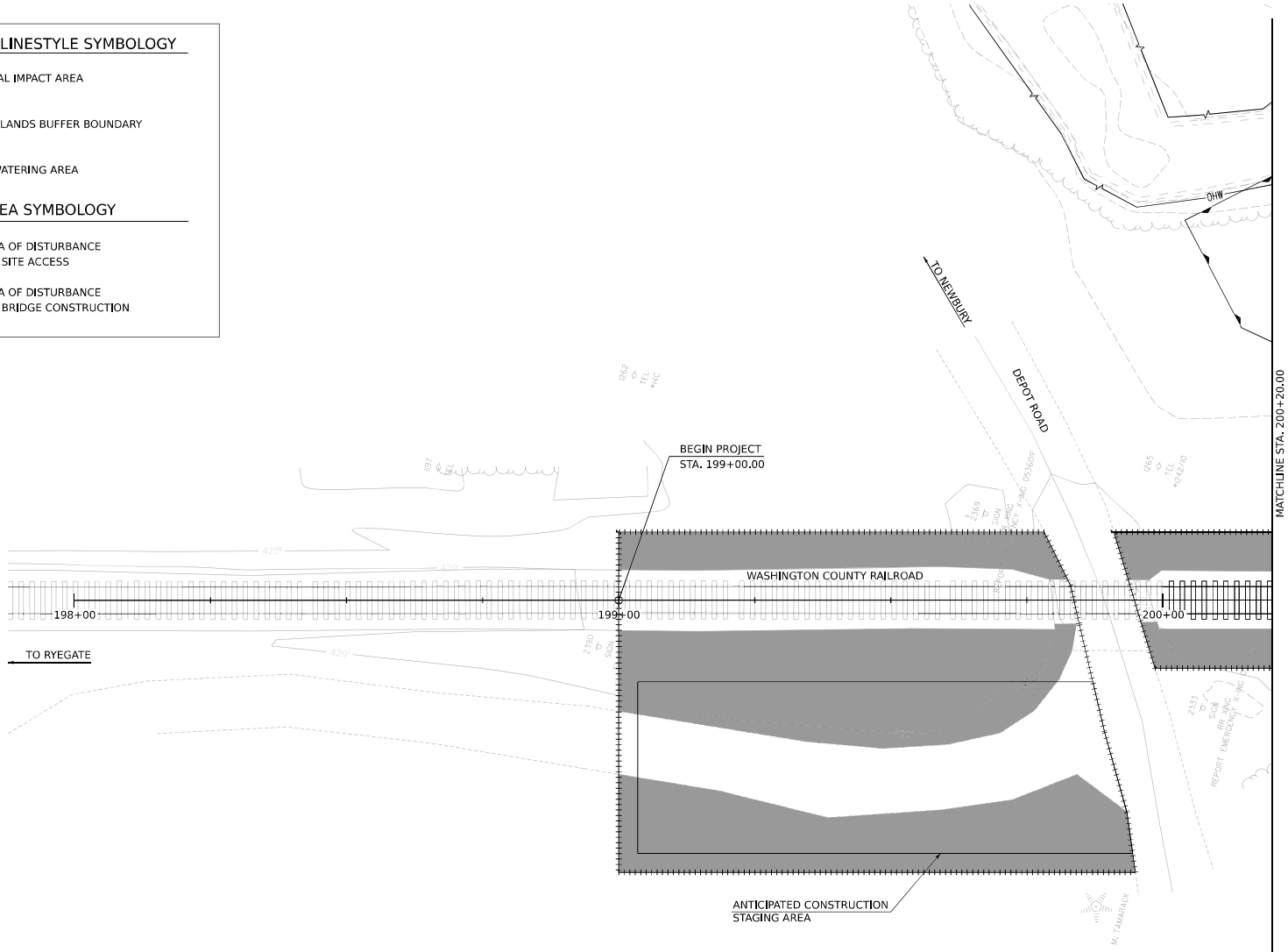
WETLANDS BUFFER BOUNDARY

DEWATERING AREA

DISTURBANCE AREA SYMBOLOGY

AREA OF DISTURBANCE FOR SITE ACCESS

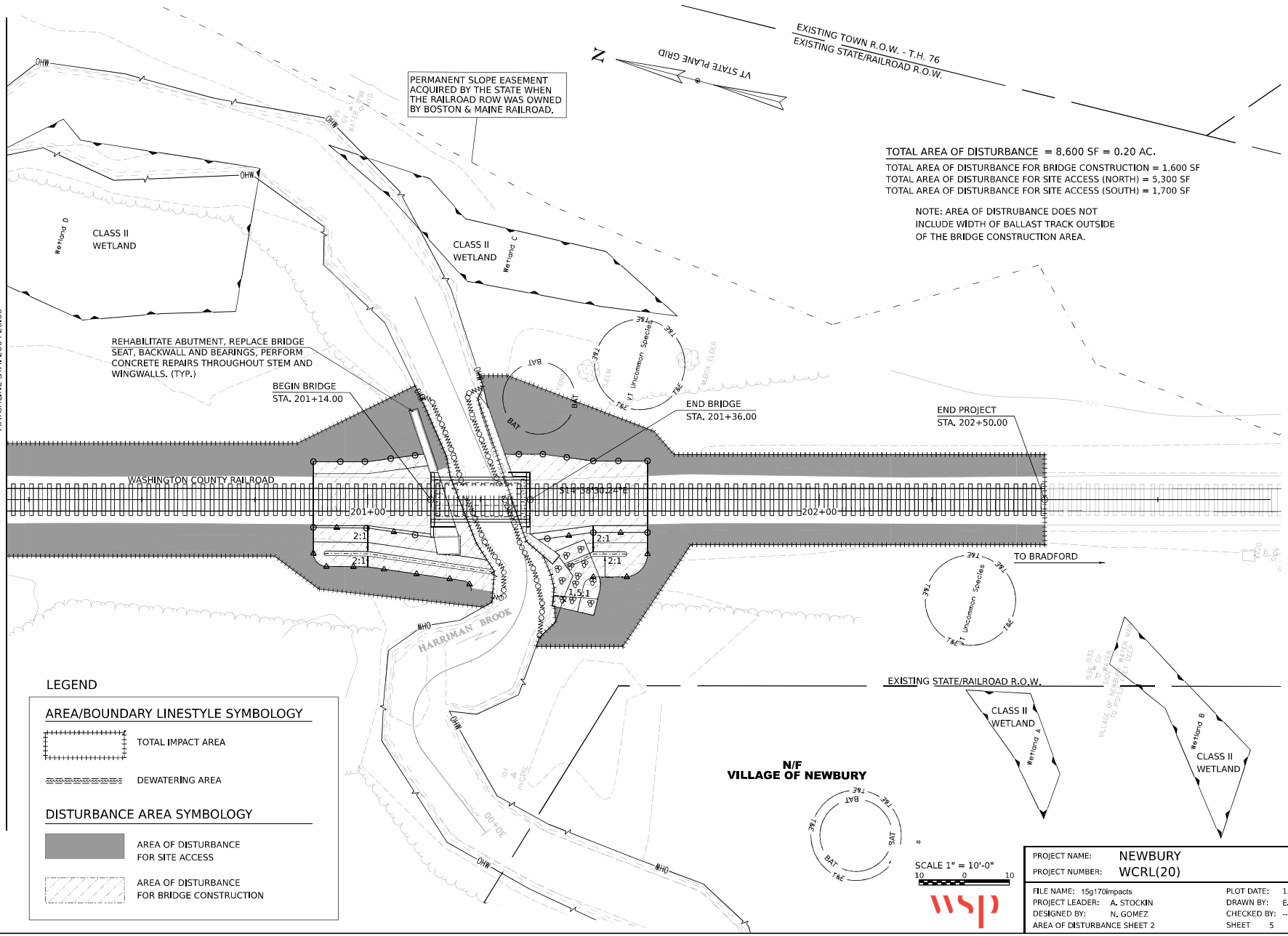
AREA OF DISTURBANCE FOR BRIDGE CONSTRUCTION



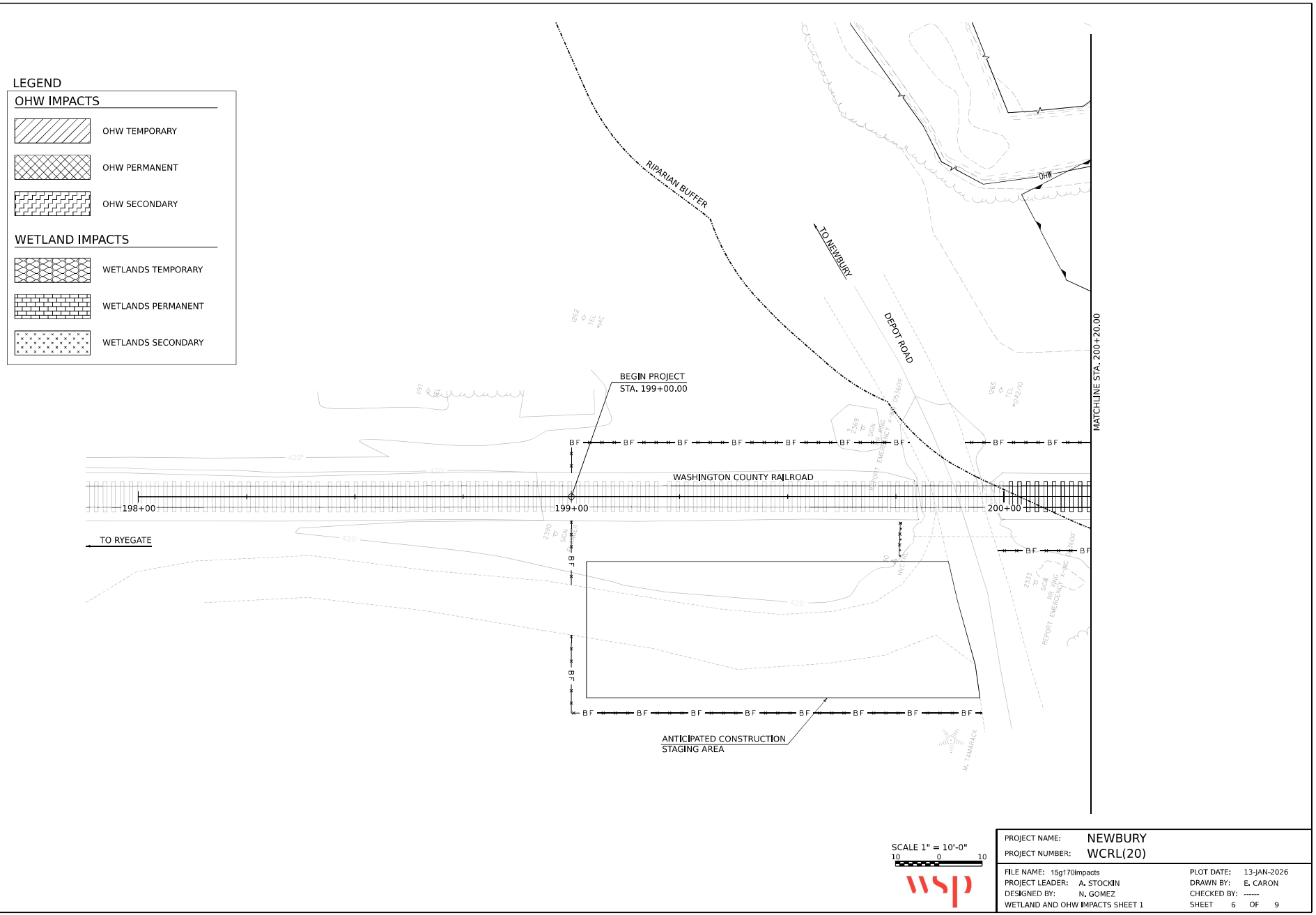
SCALE 1" = 10'-0"

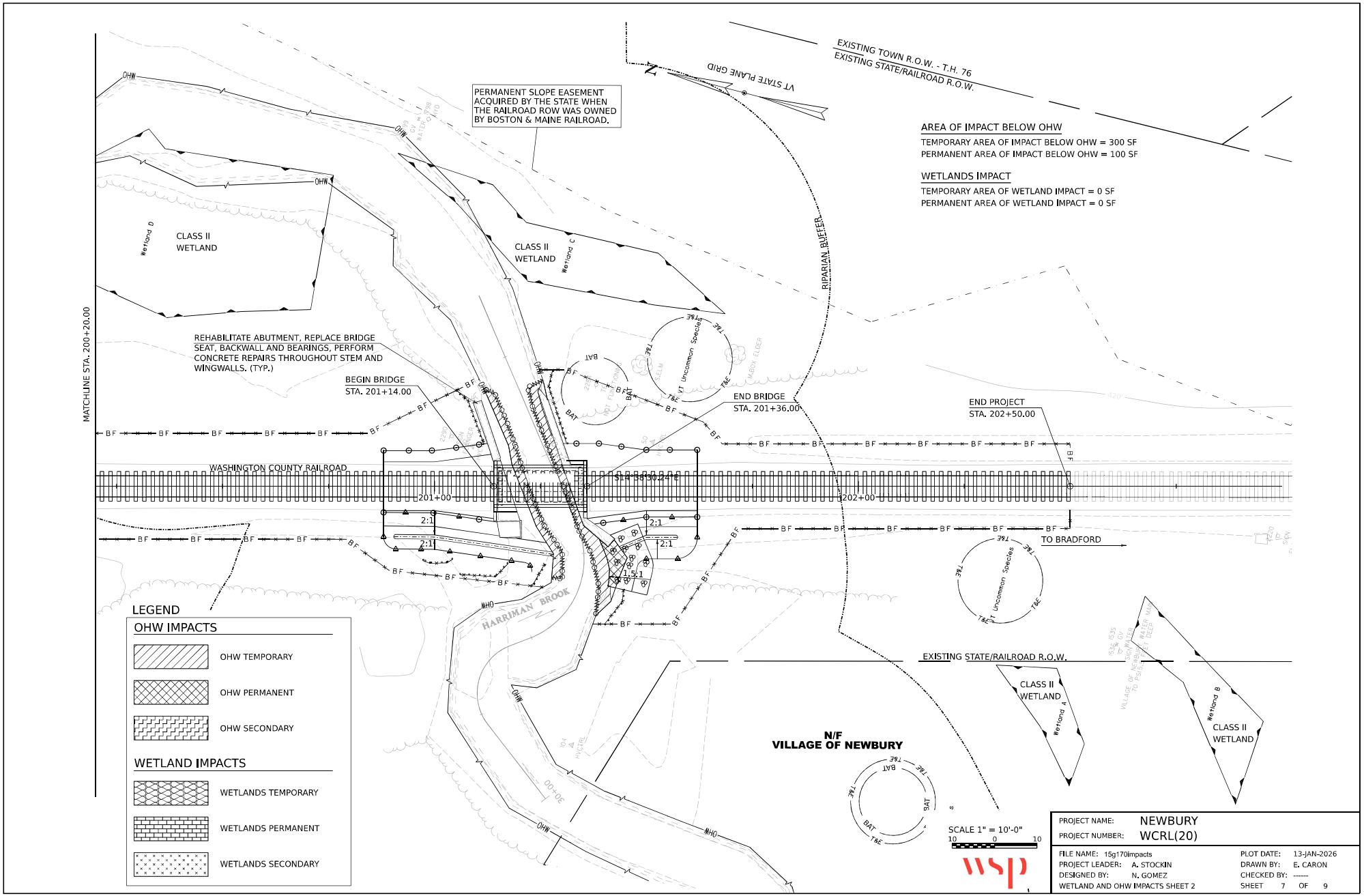
10 0 10

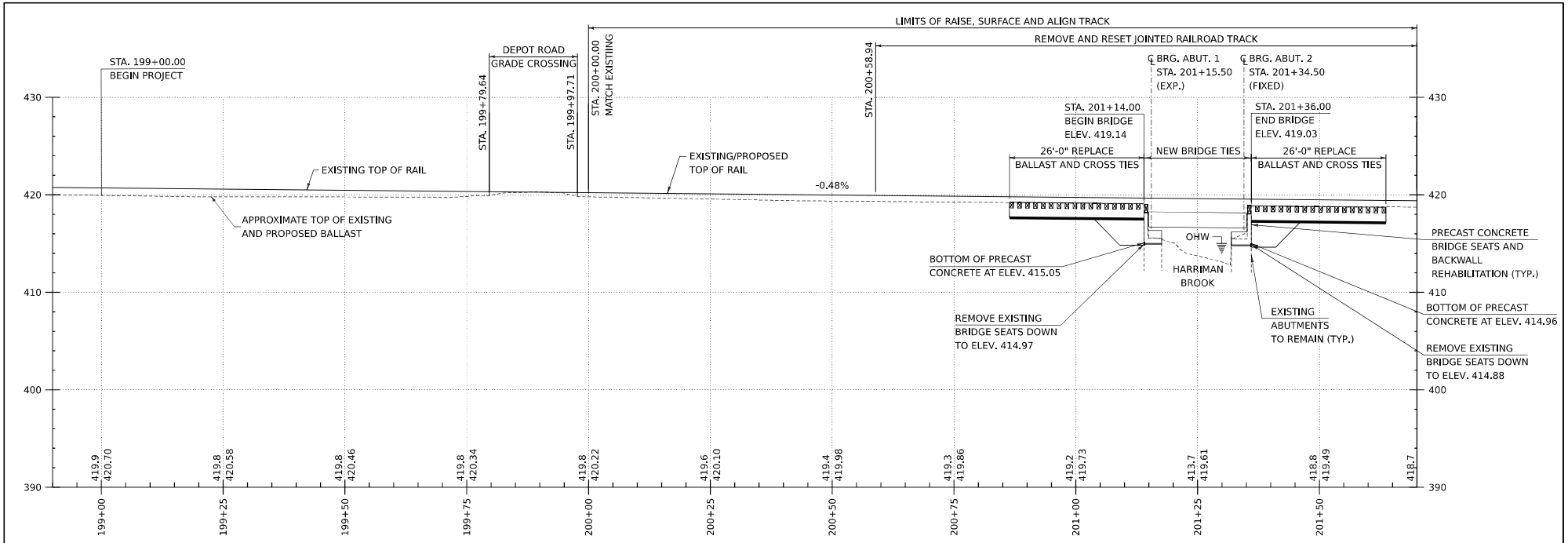
PROJECT NAME:	NEWBURY
PROJECT NUMBER:	WCRL(20)
FILE NAME: 15g170Impacts	PLOT DATE: 13-JAN-2026
PROJECT LEADER: A. STOCKIN	DRAWN BY: E. CARON
DESIGNED BY: N. GOMEZ	CHECKED BY: -----
AREA OF DISTURBANCE SHEET 1	SHEET 4 OF 9

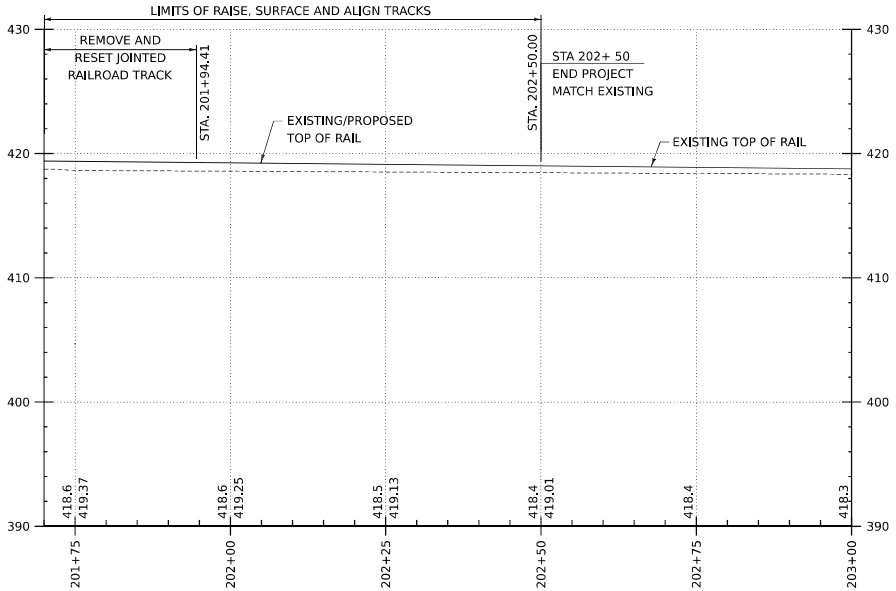


PROJECT NAME:	NEWBURY
PROJECT NUMBER:	WCRL(20)
FILE NAME:	15g170Impacts
PROJECT LEADER:	A. STOCKIN
DESIGNED BY:	N. GOMEZ
AREA OF DISTURBANCE SHEET 2	
PLOT DATE:	13-JAN-2026
DRAWN BY:	E. CARON
CHECKED BY:	-----
SHEET	5 OF 9


LEGEND
OHW IMPACTS
OHW TEMPORARY
OHW PERMANENT
OHW SECONDARY
WETLAND IMPACTS
WETLANDS TEMPORARY
WETLANDS PERMANENT
WETLANDS SECONDARY
RIPARIAN BUFFER
TO NEWBURY
DEPOT ROAD
OHW
MATCHLINE STA. 200+20.00
BEGIN PROJECT
STA. 199+00.00
WASHINGTON COUNTY RAILROAD
198+00
199+00
200+00
TO RYEGATE
BF
ANTICIPATED CONSTRUCTION
STAGING AREA
SCALE 1" = 10'-0"
10 0 10
wsp
PROJECT NAME: NEWBURY
PROJECT NUMBER: WCRL(20)
FILE NAME: 15g170Impacts
PROJECT LEADER: A. STOCKIN
DESIGNED BY: N. GOMEZ
WETLAND AND OHW IMPACTS SHEET 1
PLOT DATE: 13-JAN-2026
DRAWN BY: E. CARON
CHECKED BY: -----
SHEET 6 OF 9


EXISTING TOWN R.O.W. - T.H. 76
EXISTING STATE/RAILROAD R.O.W.
VT STATE PLANE GRID
PERMANENT SLOPE EASEMENT ACQUIRED BY THE STATE WHEN THE RAILROAD ROW WAS OWNED BY BOSTON & MAINE RAILROAD.
AREA OF IMPACT BELOW OHW
TEMPORARY AREA OF IMPACT BELOW OHW = 300 SF
PERMANENT AREA OF IMPACT BELOW OHW = 100 SF
WETLANDS IMPACT
TEMPORARY AREA OF WETLAND IMPACT = 0 SF
PERMANENT AREA OF WETLAND IMPACT = 0 SF
CLASS II WETLAND
Wetland D
CLASS II WETLAND
Wetland C
RIPARIAN BUFFER
MATCHLINE STA. 200+20.00
REHABILITATE ABUTMENT, REPLACE BRIDGE SEAT, BACKWALL AND BEARINGS, PERFORM CONCRETE REPAIRS THROUGHOUT STEM AND WINGWALLS. (TYP.)
BEGIN BRIDGE
STA. 201+14.00
END BRIDGE
STA. 201+36.00
END PROJECT
STA. 202+50.00
WASHINGTON COUNTY RAILROAD
STA. 38+30.24 E
201+00
202+00
TO BRADFORD
HARRIMAN BROOK
EXISTING STATE/RAILROAD R.O.W.
CLASS II WETLAND
Wetland A
CLASS II WETLAND
Wetland B
N/F
VILLAGE OF NEWBURY
LEGEND
OHW IMPACTS
OHW TEMPORARY
OHW PERMANENT
OHW SECONDARY
WETLAND IMPACTS
WETLANDS TEMPORARY
WETLANDS PERMANENT
WETLANDS SECONDARY
SCALE 1" = 10'-0"
10 0 10
wsp
PROJECT NAME: NEWBURY
PROJECT NUMBER: WCRL(20)
FILE NAME: 15g170Impacts
PROJECT LEADER: A. STOCKIN
DESIGNED BY: N. GOMEZ
WETLAND AND OHW IMPACTS SHEET 2
PLOT DATE: 13-JAN-2026
DRAWN BY: E. CARON
CHECKED BY: -----
SHEET 7 OF 9



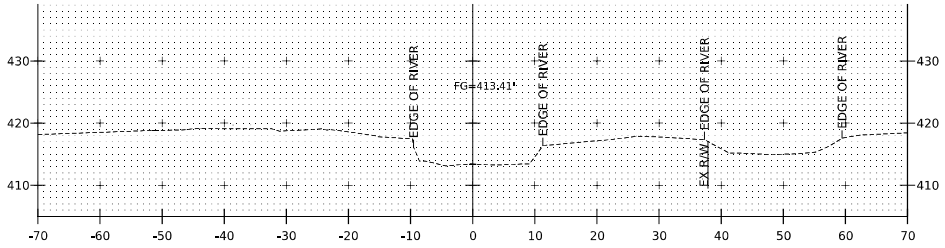


TRACK PROFILE

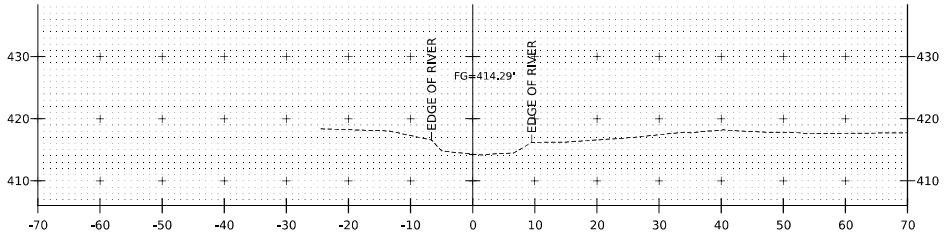
HORIZONTAL SCALE: 1" = 20'-0"
VERTICAL SCALE: 1" = 10'-0"

THE GRADES SHOWN TO THE TENTH ARE THE TOP OF EXISTING/PROPOSED BALLAST/GROUND ALONG THE TRACK ALIGNMENT.
THE GRADES SHOWN TO THE NEAREST HUNDREDTH ARE THE EXISTING/PROPOSED TOP OF RAIL GRADES FOR THE TRACK ALIGNMENT.

PROJECT NAME:	NEWBURY
PROJECT NUMBER:	WCRL(20)
FILE NAME: 15g170pro	PLOT DATE: 2/26/2026
PROJECT LEADER: A. STOCKIN	DRAWN BY: E. WILLIAMS
DESIGNED BY: N. GOMEZ	CHECKED BY: T. POLSON
PROFILE SHEET	SHEET 13 OF 34



30+50



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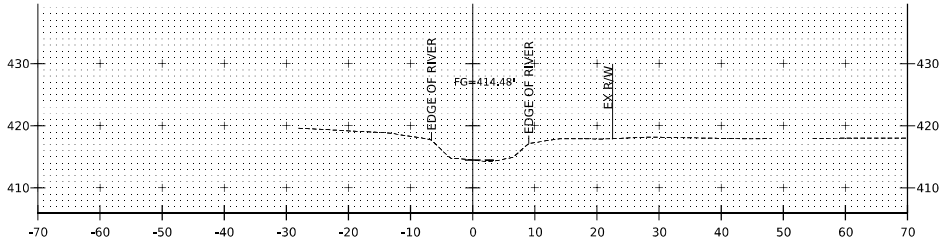
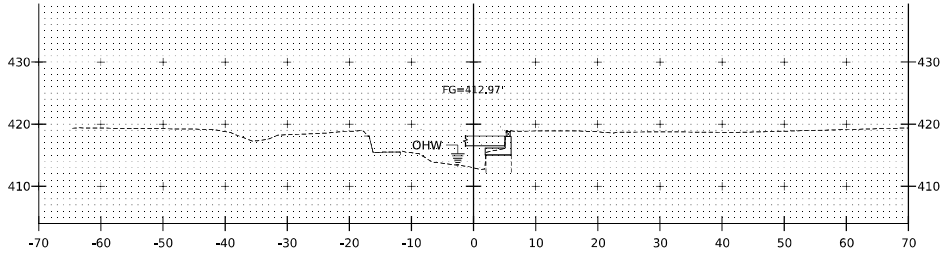


30+00



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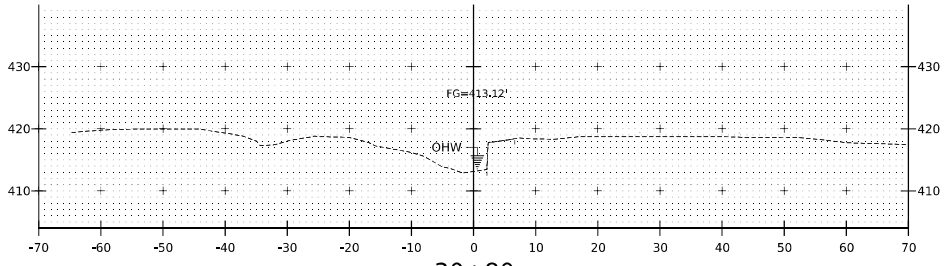
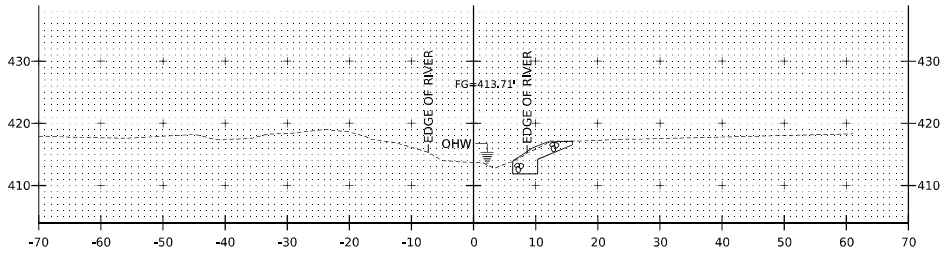


END EMBANKMENT REPAIRS STA. 30+76.70

30+80



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30+70

SCALE 1" = 10'-0"

10 0 10

STA. 30+00 TO STA. 30+90

PROJECT NAME:	NEWBURY
PROJECT NUMBER:	WCRL(20)
FILE NAME: 15g170xs2	PLOT DATE: 2/26/2026
PROJECT LEADER: A. STOCKIN	DRAWN BY: E. WILLIAMS
DESIGNED BY: N. GOMEZ	CHECKED BY: T. POLSON
CHANNEL CROSS SECTION 1	SHEET 30 OF 34

U.S. Army Corps of Engineers (USACE)

CERTIFICATION OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT

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.

Form Approved -
OMB No. 0710-0003
Expires 2027-10-31

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. 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 cenae-r-vt@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: NAE-2026-00806
Permit Type: NWP
General Permit Number and Name (*if applicable*): 3
Name of Permittee: Vermont Agency of Transportation
Project Name: Newbury WCRL(20)
Project Location (*physical address*): Bridge No 520, Newbury, VT

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

3. Maintenance.
(a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization.

(c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After conducting the maintenance activity, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Authorities: Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act (Sections 10 and 404))

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) exemption for maintenance.

2026 Nationwide Permits General Conditions

1. Navigation
a) No activity may cause more than a minimal adverse effect on navigation.

b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

NAE Note: *Compliance with this condition can be achieved by ensuring no unreasonable interference with navigation by the existence or use of any activity authorized by any Nationwide Permit (NWP), and no attempt made by a permittee to prevent the full and free use by the public of all navigable waters at or adjacent to any activity authorized by any NWP.*

2. Aquatic Life Movements
No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

NAE Note: *Compliance with this condition may be achieved by ensuring that during in-stream work, the low flow channel/thalweg remains unobstructed during periods of low flow, except when it is necessary to perform the authorized work. Additionally, for work in tidal waters, in-stream controls should be installed in such a manner that do not obstruct fish passage.*

3. Spawning Areas
Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (*e.g.,* through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas
Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds
No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

Maine Note: *Contact the Maine Department of Marine Resource (ME DMR) for further conservation measures if a proposed activity would result in excess turbidity (i.e., dredging) and is located within 100 feet of ME DMR shellfish areas. Reference material can be found at: https://dmr-maine.opendata.arcgis.com/datasets/mainedmr-molluscan-shellfish-2010/explore?location=43.733484%2C-69.767928%2C10.43 and https://mgs-maine.opendata.arcgis.com/datasets/maine-coastal-marine-geologic-environments/explore.*

6. Suitable Material
No activity may use unsuitable material (*e.g.,* trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes
No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects from Impoundments
If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows
To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows, including tidal flows. The activity must not restrict or impede the passage of normal or high flows including tidal flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (*e.g.,* stream restoration or relocation activities).

10. Fills Within 100-year Floodplains
The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

Massachusetts Note: *For activities located within the Commonwealth of Massachusetts, activities may be required to comply with the Bordering Lands Subject to Flooding provisions of the Commonwealth's Wetland Protection Act. Applicants should contact Massachusetts Department of Environmental Protection to determine whether this provision applies to their proposed activity/ies.*

11. Equipment
Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

If mats are used to minimize soil disturbance, the affected areas must be returned to pre-construction elevations, and revegetated as appropriate. In circumstances where the use of mats has caused significant soil compaction efforts using techniques (*e.g.,* soil reaeration techniques) to break up the compaction should be employed to return the soil to a pre-construction state prior to returning to pre-construction elevations.

NAE Notes: *(1) Compliance with this condition may be achieved through the implementation of best management practices outline in NAE's "Construction Mat Best Management Practices" document available at https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Permit-Resources/.*

(2) Compliance with this condition may be achieved by ensuring that construction equipment such as barges in tidal waters always provide adequate clearance above the substrate to avoid impacts to SAS during all tides.

(3) Compliance with this condition may be achieved by ensuring that construction equipment that would cross or access streams utilizes temporary bridges, spans, construction mats, culverts, or cofferdams to minimize disturbance to the waterway.

12. Soil Erosion and Sediment Controls
Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

NAE Note: *Compliance with this condition may be achieved by ensuring that all discharge points back into waters of the U.S., including wetlands use appropriate energy dissipaters and erosion and sedimentation control BMPs. Controls that are biodegradable can be left in place, but should be removed if they are not biodegradable.*

Temporary controls should be removed upon completion of work, but not before all exposed soil and other fills and any work waterward of the OHWM are permanently stabilized. Once permanently stabilized, temporary controls should be removed as soon as possible. Sediment and debris collected by these controls should be removed and placed at an upland location and in a manner that will prevent its later erosion into a waterway or wetland.

Massachusetts Note: *In Massachusetts, compliance with this condition may be achieved by ensuring, as applicable, that all activities are compliant with the State of Massachusetts' Stormwater Management Standards at 314 CMR 9.06(6)(a)-(f) and the State of Massachusetts' Stormwater Handbook.*

13. Removal of Temporary Structures and Fills
Temporary structures must be removed to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

NAE Note: *Compliance with this general condition may be achieved by underlying temporary fills with geotextile fabric which may help to facilitate the restoration to pre-construction elevations.*

14. Proper Maintenance
Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

NAE Note: *Compliance with this general condition may be achieved by the complete removal, cutting, and/or driving to three feet below the substrate of* d*erelict, degraded, or abandoned piles and sheet piles located in navigable waters of the U.S., except for those inside existing work footprints for piers to prevent interference with navigation. Existing creosote piles that are affected by project activities may be completely removed if practicable. In areas of fine-grained substrates, piles may be removed by the direct, vibratory or clamshell pull method to minimize sedimentation, and turbidity impacts and prevent interference with navigation from cut piles. Removed piles should be disposed of in an upland location landward of MHW or OHW and not in wetlands, tidal wetlands, their substrate, or mudflats.*

15. Single and Complete Project
The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers
a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the

appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or Study River (*e.g.*, National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.

NAE Note: *See also: Regional Condition C, Additional PCN Requirement (Wild and Scenic Rivers).*

17. Tribal Rights
No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species
a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of "effects of the action" for the purposes of ESA section 7 consultation.

b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective Federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (*e.g.*, an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal permittee should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this

general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their web pages at http://www.fws.gov/ or http:// www.fws.gov/ipac and http://www.nmfs.noaa.gov/pr/species/esa/ respectively.

NAE Note: *For information on how to comply with General Condition 18, please visit our website at https://www.nae.usace.army.mil/missions/regulatory/endangered-species-act/.*

Maine Note: *Federal agencies should refer to "Multiple Federal Agency & Lead Federal Agency Best Practices" when a Corps permit is required, which can be found on the Corps' webpage at: www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Maine-General-Permit. (This is a pending document and will be published on our website when completed.)*

19. Migratory Birds and Bald and Golden Eagles

The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties

a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district

engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective Federal agency is responsible for fulfilling its obligation to comply with section 106.

c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

d) Where the non-federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and so notified the Corps, the non-federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects on historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

NAE Note: *The following link to the Corps' website provides SHPO and THPO contact information and additional procedures to expedite Corps regulatory review regarding the NHPA. Please contact the appropriate SHPO and/or THPO based on the geographic location of the regulated activity: https://www.nae.usace.army.mil/Missions/Regulatory/Historic-and-Tribal-Resources/.*

21. Discovery of Previously Unknown Remains and Artifacts
Permittees that discover any previously unknown historic, cultural or archaeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters
Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57, and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation

The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (*i.e.*, on site).

b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (*e.g.*, conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (*e.g.*, riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the

NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another Federal agency holds an easement, the district engineer will coordinate with that Federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

6) Compensatory mitigation requirements (*e.g.*, resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or

scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

NAE Note: *Applicants are encouraged to utilize the Regulatory In-lieu Fee and Bank Information Tracking System (RIBITS) in order to determine which in-lieu fee programs and/or mitigation banks have a sufficient amount of appropriate and available credits which they may propose to use to offset their proposed activity's unavoidable impacts to waters of the U.S., including wetlands. RIBITS is available at https://ribits.ops.usace.army.mil/ords/f?p=107:2::::::. See also: Regional Condition I, Compensatory Mitigation.*

24. Safety of Impoundment Structures
To ensure that all impoundment structures are safely designed, the district engineer may require non-federal applicants to demonstrate that the structures comply with established state or Federal dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality
a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed activity which may result in any discharge from a point source into waters of the United States must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed activity which may result in any discharge from a point source into waters of the United States in order for the activity to be authorized by an NWP.

b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed activity which may result in any discharge from a point source into waters of the United States is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge into waters of the United States, the permittee must submit a copy of the certification to the district engineer. The discharge into waters of the United States is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied (*i.e.,* by the issuance of a water quality certification or a waiver and completion of the Section 401(a)(2) process).

c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

NAE Note: *For information concerning how to apply to EPA for a Water Quality Certification for activities located within Tribal lands or within lands of exclusive Federal jurisdiction, please see: https://www.epa.gov/cwa-401/resources-when-epa-acts-certifying-authority-under-section-401 and/or contact: R1CWA401@epa.gov.*

Connecticut Note: *For information concerning how to apply to CTDEEP for a Water Quality Certification, please see: https://portal.ct.gov/deep/permits-and-licenses/factsheets-inland-water/401-water-quality-certification-fact-sheet.*

Maine Note: *For information concerning how to apply to LUPC or MEDEP for a Water Quality Certification, please see: https://www.maine.gov/dep/water/wd/wqc/.*

Massachusetts Note: *For information concerning how to apply to MassDEP for a Water Quality Certification, please see: https://www.mass.gov/lists/wetlands-permitting-forms.*

New Hampshire Note: *For information concerning how to apply to NHDES for a Water Quality Certification, please see: https://www.des.nh.gov/water/rivers-and-lakes/water-quality-certification.*

Rhode Island Note: *For information concerning how to apply to RIDEM for a Water Quality Certification, please see: https://dem.ri.gov/sites/g/files/xkgbur861/files/2025-06/wqcheck.pdf.*

Vermont Note: *For information concerning how to apply to VTDEC for a Water Quality Certification, please see: https://dec.vermont.gov/act250/watershed/business-support/water-quality-certification-section-401.*

26. Coastal Zone Management

In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

NAE Note: *If an individual state coastal zone management consistency concurrence is required, applicants should submit a consistency certification to the state (see 15 CFR 930.31(d)) at the same time as the PCN is submitted to the Corps, or shortly thereafter.*

Connecticut Note: *For information concerning how to apply to CTDEEP for a coastal zone management consistency certification, please see: https://portal.ct.gov/deep/coastal-resources/coastal-permitting/coastal-consistency.*

Maine Note: *For information concerning how to apply to the Maine Office of Community Affairs for a coastal zone management consistency certification, please see: https://www.maine.gov/dmr/programs/maine-coastal-program/federal-consistency-review.*

Massachusetts Note: *For information concerning how to apply to Mass CZM for a coastal zone management consistency certification, please see: https://www.mass.gov/federal-consistency-review-program.*

New Hampshire Note: *For information concerning how to apply to NHDES for a coastal zone management consistency certification, please see: https://www.des.nh.gov/water/coastal-waters/federal-consistency.*

Rhode Island Note: *For information concerning how to apply to CRMC for projects within the coastal zone, please see: https://www.crmc.ri.gov/applicationforms.html and https://www.crmc.ri.gov/regulations/fed_consistency.pdf.*

27. Regional and Case-by-Case Conditions
The activity must comply with any regional conditions that may have been added by the division engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits
The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

a) The total acreage of loss of waters of the United States for a single and complete project cannot exceed the acreage limit of the NWP with the highest specified acreage limit when multiple NWPs are used to authorize an activity.

b) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States for that single and complete project cannot exceed that specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14 (which has an acreage limit of 1/3-acre in tidal waters), with associated bank stabilization authorized by NWP 13 (which does not have a specified acreage limit), the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

c) If two or more of the NWPs used to authorize the single and complete project have specified acreage limits, the acreage loss of waters of the United States authorized by each of those NWPs cannot exceed the specified acreage limits of each of those NWPs. For example, if a commercial development is constructed under NWP 39 (which has a 1/2-acre limit), and the single and complete project

includes the filling of a ditch authorized by NWP 46 (which has a 1-acre limit), the maximum acreage loss of waters of the United States for the construction of the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States caused by the combination of the NWP 39 and 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications

If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

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

_____

(Transferee)

_____

(Date)

30. Compliance Certification

Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The successful completion of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States
If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

NAE Note: *Refer to the New England District's Section 408 Program webpage that can be found at: https://www.nae.usace.army.mil/Missions/Section-408/. See also: Regional Condition B, Additional PCN Requirement (Federal Projects).*

32. Pre-Construction Notification
a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential

to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

b) Contents of the Pre-Construction Notification: The PCN must be in writing and include the following information:

1) Name, address and telephone numbers of the prospective permittee;

2) Location of the proposed activity;

3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

(ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

(iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (*e.g.,* a conceptual plan), but do not need to be detailed engineering plans);

5) The PCN must include a delineation of waters, wetlands, and other special aquatic sites on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate. For NWP 27 activities that require PCNs because of other general conditions or regional conditions imposed by division engineers, see Note 2 of that NWP;

NAE Note: *To comply with the above GC 32(5), the following methodologies should be utilized:*

(a) Wetlands should be delineated in accordance with the Corps Wetlands Delineation Manual and the most recent Northcentral/Northeast Regional Supplement. Wetland delineation and jurisdiction information can be found at: www.nae.usace.army.mil/missions/regulatory/jurisdiction-and-wetlands and https://www.usace.army.mil/Media/Announcements/Article/4262089/1-august-2025-us-army-corps-of-engineers-enhances-aquatic-resource-delineation/*.*

(b) Refer to the "Best Practices for Jurisdictional Determinations and Wetland Delineations," which can be found on the Corps webpage at: https://www.nae.usace.army.mil/missions/regulatory/state-general-permits/maine-general-permit/. (This is a pending document and will be published on our website when completed.)

(c) The ordinary high water mark should be delineated (on both sides) when streams, rivers, non-tidal open waters are present on the project site. Ordinary high water mark guidance can be found in RGL 05-05 (https://usace.contentdm.oclc.org/utils/getfile/collection/p16021coll9/id/1253). For complex, atypical, or problematic sites see: https://www.erdc.usace.army.mil/Media/Fact-Sheets/Fact-Sheet-Article-View/Article/486085/ordinary-high-water-mark-ohwm-research-development-and-training/.

(d) Vegetated shallows should be delineated when present on the project site. Vegetated shallow survey guidance and maps can be found on the Corps webpage at: https://www.nae.usace.army.mil/Missions/Regulatory/Jurisdiction-and-Wetlands/.

(e) All Essential Fish Habitat should be delineated when present on the project site. EFH survey guidance can be found in the current EFH programmatic, which can be found on the Corps webpage at https://www.nae.usace.army.mil/Missions/Regulatory/Essential-Fish-Habitat/.

6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the compensatory mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the “study river” (see general condition 16); and

10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

c) Form of Pre-Construction Notification: The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

d) Agency Coordination:

(1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for:

(i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States;

(ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and

(iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

Maine Note: *The Corps will additionally coordinate with the State of Maine on all activities that require a waiver.*

(3) When agency coordination is required, the district engineer will immediately provide (*e.g.,* via email, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or email that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

2026 Nationwide Permits - New England District Regional Conditions

The U.S. Army Corps of Engineers (Corps) New England District Regulatory Division issues the following Regional Conditions (RCs) to ensure that activities authorized by the 2026 Nationwide Permits (NWPs) in the New England states of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont will not cause more than minimal adverse environmental impacts, both individually and cumulatively. Before the New England District will verify an activity under one or more NWPs, the activity must be demonstrated to comply with the applicable NWP terms and all applicable NWP General Conditions (GCs) and RCs. Prior to commencement of a "non-notifying" activity (i.e., activities authorized by NWPs which do not require submission of a pre-construction notification [PCN]), the proponent (i.e., the person and/or the entity performing the work) is responsible for ensuring the activity meets all applicable:

- Terms of the NWP
- GCs
- RCs
- State Water Quality Certification, if applicable
- State Coastal Zone Consistency, if applicable

PCN Summary Table. The following activities may require a PCN regardless of the terms of the applicable NWP. Please read the applicable RCs to determine if a PCN is required.

Applicable to All New England States	
Exceedance of loss thresholds within streams, tidal/non-tidal wetlands, tidal submerged aquatic vegetation, mudflats, and intertidal areas	See RC A
Located within, or within the vicinity of a Federal Project	See RC B
Located within, or within the vicinity of a Wild and Scenic River	See RC C
Involving discharges of temporary fill material	See RC D
Involving slip lining	See RC E
Involving stream crossings	See RC F
Located within Essential Fish Habitat	See RC J
Applicable to Specific New England States	
Activities within Time-of-Year Restrictions	See RCs N, O, S, U, V, W
Located within the Saint John and Saint Croix River basins (Maine)	See RC P
Authorized by NWP 48, Commercial Shellfish Mariculture Activities and within the State of Maine > 5 acres	See RC Q
Located within Important or Rare Resources within the State of Maine	See RC R
Discharges of fill >10 cubic yards in Lake Champlain and Lake Memphremagog and/or their adjacent wetlands (Vermont)	See RC X

Regional Conditions

The following RCs apply to all applicable NWPs in **all New England States** (unless otherwise specified):

A. Additional PCN Requirement (Specific Resources): A PCN is required for any proposed activities that would result in the loss of waters of the U.S. that exceed the listed thresholds to the following aquatic resources if a PCN is not already required by the NWP.

Aquatic Resource	**Threshold**
Non-tidal Wetlands	4,356 square feet (1/10-acre)
Tidal and Non-Tidal Stream	200 linear feet or 3/100-acre (whichever is less)
Tidal Wetland	500 square feet
Tidal Submerged Aquatic Vegetation (SAV)	25 square feet
Mudflat	1,000 square feet
Intertidal	1,000 square feet

B. Additional PCN Requirement (Federal Projects): A PCN is required for any proposed activities that would involve the temporary or permanent occupation of, or alteration of, a federal project (including, but not limited to, a levee, dike, floodwall, channel, anchorage, breakwater, seawall, bulkhead, jetty, wharf, pier, or other work built or maintained but not necessarily owned by the United States). This includes all structures and work in, over, or under a Corps' federal navigation project (FNP) or in the FNP's buffer zone. The buffer zone is an area that extends from the horizontal limits of the FNP to a distance three times the FNP's authorized depth.

The activity may also require review and approval by the Corps pursuant to 33 USC 408 (Section 408 Permission). The applicant may reach out to the points of contact listed here: https://www.nae.usace.army.mil/Missions/Section-408/ and https://www.nan.usace.army.mil/Missions/Regulatory/Section-408/ (for activities located within the Lake Champlain watershed) and consult the National Channel Framework mapper: https://experience.arcgis.com/experience/b413139f18c046009ebcf62abea941dd/page/Map/. For activities which require a Section 408 permission, verification under an NWP will not be issued prior to the decision the Section 408 permission requires. Any structure or work constructed in an FNP, or its buffer zone shall be subject to removal at the owner's expense prior to any future Corps dredging or hydrographic surveys.

Applicants should contact the Corps Real Estate Division (https://www.nae.usace.army.mil/Missions/Real-Estate-Division/) at (978) 318-8585 for work that would occur on or would potentially affect a Corps property (or properties) and/or Corps-controlled easements. Work may not commence on Corps properties and/or Corps-controlled easements until they have received any required

Corps real estate documents demonstrating site-specific permission to perform work.

A PCN is not required if an applicant has previously obtained a Section 408 permission for their proposed activities, or a determination from the Corps that a Section 408 permission is not required for their proposed activities, and the proposed activities qualify for a non-notifying NWP.

C. Additional PCN Requirement (Wild and Scenic Rivers): A PCN is required under NWP GC 16, Wild and Scenic Rivers, and for: 1) any proposed activities that would be located in and within 1/4-mile up- or downstream of a Wild and Scenic River (WSR) segment, or in tributaries within 1/4-mile of a WSR segment; 2) any proposed activities that would be located in wetlands within 1/4-mile of a WSR segment; and 3) any proposed activities that have the potential to alter free-flowing characteristics in a WSR segment. Applicants should utilize http://www.rivers.gov/ for the most up-to-date WSR designations.

   Note: Applicants may coordinate with the Federal agency that has direct management responsibility of the WSR segment or tributary their proposed activity would be within 1/4-mile of prior to submitting a PCN to the Corps. This regional condition does not require a PCN to be submitted if that Federal agency determines that the proposed activity would not adversely affect the subject WSR.

D. Additional PCN Requirement (Temporary Fills): A PCN is required for any proposed activities that would involve the discharge of temporary fill (33 CFR 323.2(e) and (f)) greater than 1/10-acre to be left in place in non-tidal wetlands for more than one growing season. The growing season is generally defined as April 1 to September 30 (See the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region* for more information about determining growing season. https://www.nae.usace.army.mil/Missions/Regulatory/Jurisdiction-and-Wetlands/Wetland-Delineation-Manual/).

   Note 1: The Corps will determine on a case-by-case basis, after evaluating site-specific and activity-specific circumstances whether temporary construction mats proposed for use are considered as temporary fill.

   Note 2: For linear projects, crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization (33 CFR 330.2(i)). Therefore, each crossing of a water of the U.S., including wetlands could have up to 1/10-acre of temporary fill without requiring the submittal of a PCN. *Applicants should be aware that the definition of what constitutes a single and complete project per state regulations may differ from the Corps' definition. Applicants should consult with the state in order to determine state requirements. *

E. Additional PCN Requirement (Slip Lining): A PCN is required for any proposed activity that involves slip lining a stream crossing that is not currently meeting the stream crossing BMPs found in Regional Condition F (e.g., slip lining and invert-lining).

F. Additional PCN Requirement (Stream Crossing Standards): A PCN is required for any proposed stream crossing activities that cannot comply with the below "Stream Crossing Best Management Practices (BMPs)" unless the district engineer provides the applicant written verification removing the below requirements.

1. The width of the crossing shall be greater than or equal to 1.2 times the bank full width.
2. The crossing shall be embedded greater than or equal to 2 feet and/or at least 25 percent of the conveyance's height.
3. The crossing shall be constructed with a natural bottom substrate, as applicable.
4. The crossing shall match the gradient (i.e., slope) of the natural stream channel profile.
5. The crossing shall meet an openness ratio of greater than 0.82 feet.

Regardless of whether a proposed crossing can implement the above BMPs, the applicant should first coordinate with the appropriate state office to obtain required or recommended alternate stream crossing BMPs, prior to submitting a PCN to the Corps. If a stream crossing is designed to meet the standards required or recommended by the appropriate state agency for which the proposed activity is located within, those standards can serve in-lieu of these BMPs and submittal of a PCN is not required.

Note: Below are links to the stream crossing standards/guidelines for those New England states that have published such standards/guidelines. Applicants are highly encouraged to contact their state for additional information regarding those requirements and/or recommendations, as state requirements may be more stringent than the above listed BMPs.

Connecticut: CTDEEP Inland Fisheries Division Habitat Conservation and Enhancement Program's Stream Crossing Guidelines (https://portal.ct.gov/-/media/DEEP/fishing/restoration/StreamCrossingGuidelinespdf.pdf)

Maine: Maine Interagency Stream Crossing Guidelines: (https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Maine-General-Permit/) and CoastWise (https://www.maine.gov/dmr/sites/maine.gov.dmr/files/inline-files/CoastWiseManualJuly2023_updated.pdf)

Massachusetts: Massachusetts River and Stream Crossing Standards as implemented through 314 CMR 9.06(2)(b).

(https://www.mass.gov/doc/massachusetts-river-and-stream-crossing-standards/download)

New Hampshire: New Hampshire RSA 482-A (https://www.gc.nh.gov/rsa/html/L/482-A/482-A-mrg.htm)

Rhode Island: Regardless of whether a proposed crossing can meet the above BMP's, all wetland and watercourse crossings in Rhode Island are evaluated on a site-by-site basis that account for on-site environmental characteristics by the state. For freshwater crossings, please contact them using the following link: https://dem.ri.gov/environmental-protection-bureau/customer-and-technical-assistance/pre-application-meetings. If a proposed crossing is within the coastal zone and under the jurisdiction of CRMC, please contact them using the following link: https://www.crmc.ri.gov/contact.html.

Vermont: *Vermont Stream Alteration Rule and General Permit* available at https://dec.vermont.gov/watershed/rivers/river-management#rules.

G. Aquaculture: Applicants proposing new aquaculture operations or modifications of existing aquaculture operations are required to coordinate with the appropriate U.S. Coast Guard (USCG) Sector for siting review, Navigation Risk Assessment (NRA), and navigation risk mitigation needs.

1. Coordination with the USCG can be completed by contacting via email:

   Sector Northern New England: (Maine, New Hampshire, Vermont, and Northeastern New York, Lake Champlain) D01-SMB-SecNNE-Waterways@uscg.mil

   Sector Boston: (New Hampshire border southward to Plymouth, Massachusetts) D01-SMB-SECBOSWaterways@uscg.mil

   Sector Southeastern New England: (Rhode Island and Southeastern Massachusetts, Cape Cod, and Islands) SENEWWM@uscg.mil

   Sector Long Island Sound: (New York to Connecticut border at Port Chester, Connecticut to Rhode Island border at Watch Hill) SECLISSPWMarineEvent@uscg.mil

   Sector New York: (Sandy Hook, New Jersey north through Port of New York/New Jersey, Hudson River to Whitehall, NY (south of Lake Champlain) D01-SMB-SecNY-Waterways@uscg.mil

   The applicant shall provide the following information to facilitate completion of the NRA: applicant name/company affiliation, license/lease type (commercial, research, shellfish, kelp, new or modified), nautical chart, detailed drawing with

dimensions, time of year, potential lighting/marking, types/materials of structures in water, planned anchoring, cultivation techniques (number of weekly/monthly visits, vessel tending/type), and any other significant information.

If the applicant receives a medium or high-risk assessment, they shall coordinate with the Corps and apply safety risk mitigations. The USCG will refer the project to the Corps unless the Corps makes the determination that it may proceed.

Any safety lights and signals prescribed by the USCG, through regulations or otherwise, must be installed and maintained at the permittee's expense. For required permitting, the applicant shall contact USCG First District Private Aid Program Manager through D01-SMB-D01PrivateAtoN@uscg.mil. Only actual AtoNs are permitted; floats, balls, markers, mooring balls and 'highflier flags' are not considered Aids to Navigation (AtoN). See: http://www.usharbormaster.com.

Applicants shall notify NOAA's National Ocean Service (NOS) Nautical Data Branch Office of Coast Survey to initiate chart and Coast Pilot corrections. See: https://nauticalcharts.noaa.gov/. Applicants must also notify NOAA on removal. See Note 2.

2. For marine safety information during construction or other significant periods, applicants may use the First District's Marine Safety Information form and email to: D01-SMB-LNM@uscg.mil.

Note 1: If a PCN is required, applicants shall include documentation of all required coordination with their PCN.

Note 2: For nautical chart and coast pilot updates, activities owners should use the status report form at https://nauticalcharts.noaa.gov/charts/docs/charts-updates/USACE+Permit+Status+Report.pdf. For aquaculture activities owners should use: https://nauticalcharts.noaa.gov/charts/docs/charts-updates/Artificial+Reef+Aquaculture+Status+Report.pdf to notify the Office of Coast Survey of the project completion. The form should be emailed to ocs.ndb@noaa.gov and should include a copy of as-built drawings.

H. Hydrology: Permanent wetland crossings shall be constructed in such a manner as to prevent excessive ponding or drying on either side of the authorized crossing after completion of the work. Measures shall be taken to maintain the existing hydrology. Such measures may include road cross drains such as culverts that are appropriately sized and placed at intervals to maintain the existing hydrology of the contiguous wetland.

I. Compensatory Mitigation: In addition to the requirements of NWP GC 23, Mitigation, compensatory mitigation requirements for unavoidable impacts to waters of the U.S. will be evaluated in accordance with the latest version of the *New England District Compensatory Mitigation Standard Operating Procedures* (https://www.nae.usace.army.mil/Missions/Regulatory/Mitigation/).

J. Essential Fish Habitat: Essential Fish Habitat (EFH) is defined as those waters and substrates necessary to fish for spawning, breeding, feeding or growth to maturity (16 U.S.C. 1802).

The following NWPs have been determined to result in no more than minimal adverse effects, provided the permittee complies with all terms and conditions of the NWP as applicable to the activity, including all activity thresholds and activity-specific Conservation Recommendations (CRs) identified in the current EFH and Fish and Wildlife Coordination Act (FWCA) Programmatic Consultation (https://www.nae.usace.army.mil/Missions/Regulatory/Essential-Fish-Habitat/). The National Marine Fisheries Service (NMFS) has granted General Concurrence (50 CFR 600.920(g)) for the below listed NWPs, and these activities do not require activity-specific EFH consultation.

Nationwide Permit	Authorized Activities with General Concurrence
NWPs: 1, 4, 5, 6, 9, 10, 11, 15, 16, 19, 20, 27, 28, 32, 35, & 41	All authorized activities
NWP 3	Parts (a) and (c) (i.e., non-notifying)
NWP 12	Section 404 only activities that do not result in the loss of greater than 1/10-acre and is not a new pipeline greater than 250 miles (i.e., non-notifying)
NWP 13	Activities less than 500 linear feet in length with a discharge of less than one (1) cubic yard per running foot below the ordinary high water mark or high tide line, and no discharges into special aquatic sites (i.e., non-notifying)
NWP 14	Activities less than 1/10-acre with no discharges into special aquatic sites (i.e., non-notifying)
NWP 18	Activities that discharge less than ten (10) cubic yards of fill material below the plane of the ordinary high water mark or high tide line with no discharges into special aquatic sites (i.e., non-notifying)
NWP 22	Activities associated with vessels that are not listed or eligible for listing on the National Register of Historic Places and not located within special aquatic sites (i.e., non-notifying)
NWP 23	Activities not identified as notifying within Regulatory Guidance Letter 05-07 (i.e., non-notifying)
NWP 33	Section 404 only activities (i.e., non-notifying)
NWP 36	Activities that discharge less than 50 cubic yards of fill material and are less than 20 feet wide (i.e., non-notifying)

NWP 43	Activities that do not involve the expansion or construction of a new stormwater management facility (i.e., non-notifying)
NWP 48	Activities that are not the installation of a new operation and do not directly affect greater than 1/2-acre of submerged aquatic vegetation (i.e., non-notifying)
NWPs: 51 & 60	Activities that do not result in the loss of greater than 1/10-acre (i.e., non-notifying)
NWP 54	Maintenance activities (i.e., non-notifying)
NWPs: 57 & 58	Section 404 only activities that do not result in the loss of greater than 1/10-acre (i.e., non-notifying)

For non-federal applicants whose proposed activities would be located within EFH and that do not require a PCN per the language of the NWP or per any other general or regional condition (i.e., non-notifying), the applicant shall review the current EFH and FWCA Programmatic Consultation (https://www.nae.usace.army.mil/Missions/Regulatory/Essential-Fish-Habitat/) to ensure their proposed activity complies with all applicable CRs.

1. A PCN is required for any proposed project that would exceed the activity thresholds that are included within the current EFH and FWCA Programmatic Consultation. Any proposed project that exceeds an activity threshold requires preliminary coordination/project-specific consultation.

2. For all activities that do not exceed the activity-based thresholds included within the current EFH and FWCA Programmatic Consultation, the project proponent shall implement the activity-specific applicable CRs. If the applicable CRs cannot be implemented, a PCN must be submitted to the Corps, and work may not commence until the Corps verifies the project under the applicable NWP(s).

Federal applicants should follow their own procedures for compliance with the Magnuson-Stevens Fishery Conservation and Management Act and Fish and Wildlife Coordination Act.

Note 1: For activities proposed for authorization by an NWP that requires the submittal of a PCN, applicants are encouraged to review the current EFH and FWCA Programmatic Consultation and design their proposed activities with the activity-based thresholds and incorporate applicable CRs.

Note 2: Applicants can utilize the NMFS EFH mapper to determine if their proposed activities are located within EFH: https://www.habitat.noaa.gov/apps/efhmapper/. Applicants can also utilize the current EFH and FWCA Programmatic Consultation (https://www.nae.usace.army.mil/Missions/Regulatory/Essential-Fish-Habitat/) for guidance on non-tidal waterbodies with diadromous fish.

K. Invasive Species: The introduction, spread, or the increased risk of invasion of invasive plant or animal species on the project site, into new or disturbed areas, or into areas adjacent to the project site caused by the site work shall be avoided. Native, non-invasive vegetation must be used unless otherwise authorized by the Corps, and shall not contain any species listed in Appendix K ("Invasive and Other Unacceptable Plant Species") of the current *New England District Compensatory Mitigation Standard Operating Procedures* located at: https://www.nae.usace.army.mil/Missions/Regulatory/Mitigation/. Equipment shall be thoroughly cleaned before and after project construction to prevent the spread of invasive species. This includes, but is not limited to, tire treads and construction mats. Information about how to avoid the spread of invasive species can be found at: https://www.nae.usace.army.mil/Missions/Regulatory/Invasive-Species.

L. NWP Documentation On-Site: The permittee shall ensure that a copy of their verification letter (for notifying NWPs only) and applicable NWP with all applicable GCs and RCs are at the worksite whenever work is being performed, and that all personnel performing work are fully aware of its terms and conditions.

M. Abandonment: If the permittee decides to abandon the activity authorized by an NWP, unless such abandonment is merely the transfer of property to another party, the permittee may be required to restore the area to the satisfaction of the Corps.

State-Specific Regional Conditions

The following RCs apply to all applicable NWPs in the **State of Connecticut**:

N. Regional Condition N is reserved for the State of Connecticut.

The following RCs apply to all applicable NWPs in the **State of Maine**:

O. Regional Condition O is reserved for the State of Maine.
P. Regional Condition P is reserved for the State of Maine.
Q. Regional Condition Q is reserved for the State of Maine.
R. Regional Condition R is reserved for the State of Maine.

The following RCs apply to all applicable NWPs in the **Commonwealth of Massachusetts**:

S. Regional Condition S is reserved for the Commonwealth of Massachusetts.
T. Regional Condition N is reserved for the Commonwealth of Massachusetts.

The following RCs apply to all applicable NWPs in the **State of New Hampshire**:

U. Regional Condition U is reserved for the State of New Hampshire.

The following Regional Conditions apply to all applicable NWPs in the **State of Rhode Island**:

V. Regional Condition V is reserved for the State of Rhode Island.

The following Regional Conditions apply to all applicable NWPs in the **State of Vermont**:

W. Additional PCN Requirement and Time-of-Year Windows and Restrictions: A PCN is required for any proposed activity located in rivers/streams that deviates from the following time-of-year (TOY) work windows (i.e., work is allowed to occur), unless the Vermont Department of Environmental Conservation (DEC) provides alternate TOY restrictions. If in-water work cannot be completed during the TOY work window or approval to work outside the TOY work window is not obtained from DEC, then the project requires a PCN and written verification removing the below requirements. If a PCN is required, due to NWP thresholds and/or other general and/or regional conditions, then the above-mentioned approval for working outside the below TOY restriction shall be submitted with the PCN when received.

	TOY Work Restriction	**TOY Work Window**
Non-tidal Waters	October 1 to June 30	July 1 to September 30

Any proposed activity located in waters of the U.S. (excluding wetlands) shall be completed entirely “in-the-dry” or be isolated from active flows/the water column using temporary measures (i.e., cofferdams, sandbags, flume pipes, etc.) to the maximum extent practicable. The term “in-the-dry” means work that is done under dry conditions, e.g., work behind cofferdams or when the stream or tide is waterward of the work.

X. Additional PCN Requirement (Specific Waters Restrictions): A PCN is required for any discharge of fill material that exceeds 10 cubic yards below the plane of the ordinary high water mark of Lake Champlain and Lake Memphremagog and/or these lakes’ adjacent wetlands.

Vermont Agency of Natural Resources
Department of Environmental Conservation

U. S. Army Corps of Engineers
New England District
696 Virginia Road
Concord, MA 01742-2751

Section 401 Water Quality Certification for the 2026 Nationwide Permits

Findings

The Vermont Agency of Natural Resources (Agency) has reviewed the U.S Army Corps of Engineers' (Corps) June 18, 2025 proposed Nationwide Permits (NWPs) and the October 28, 2025 proposed New England Regional Conditions (Regional Conditions) and has made the following findings:

1. The Corps submitted a pre-filing request for Section 401 Water Quality Certification for the NWPs on April 29, 2025.

2. The Corps requested a Section 401 Water Quality Certification for the NWPs on June 18, 2025.

3. On June 18, 2025, the proposed rule for reissuing the NWPs was published in the Federal Register at https://www.federalregister.gov/documents/2025/06/18/2025-11190/proposal-to-reissueand-modify-nationwide-permits.

4. Pursuant to VWQS § 29A-206(e), the Agency provided public notice of the administratively complete application on June 23, 2025 and the draft decision on November 3, 2025 on the Environmental Notice Bulletin (https://dec.vermont.gov/permits/environmental-notice-bulletin). A public meeting was held on November 18, 2025 at 5:00 pm at the Dewey Building Conference Room, 1 National Life Drive, Montpelier, Vermont and online via Microsoft Teams. The public comment period closed December 4, 2025.

5. The NWPs are proposed for issuance pursuant to Section 404 of the Clean Water Act (CWA) and Section 10 of the Rivers and Harbors Act of 1899.

6. NWPs 15, 16, 17, 18, 29, 34, 39, 40, 41, 42, 43, 46, and 59 would authorize activities that may result in discharges to Waters of the United States (WOTUS) and therefore 401 water quality certification is required for those NWPs.

7. NWPs 3, 4, 5, 6, 7, 12, 13, 14, 19, 20, 22, 23, 27, 31, 32, 33, 35, 36, 37, 38, 44, 45, 51, 52, 53, 54, 57, 58, and A would authorize various activities, some that may result in a discharge and require 401 water quality certification, and others which may not.

8. The Corps New England District is not requesting certification of NWPs 2, 21, 24, 25, 30, 49, and 50, as the New England District proposes not to implement them.

9. NWPs 8, 48, and 55 authorize activities that do not occur in Vermont therefore certification is unnecessary.

10. NWPs 1, 9, 10, 11, and 28 could not reasonably be expected to result in a discharge into waters of the United States therefore certification is unnecessary.

11. Summary Table

NWP	Activity
1	Aids to Navigation
3	Maintenance
4	Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities
5	Scientific Measurement Devices
6	Survey Activities
7	Outfall Structures and Associated Intake Structures
8	Oil and Gas Structures on the Outer Continental Shelf
9	Structures in Fleeting and Anchorage Areas
10	Mooring Buoys
11	Temporary Recreation Structures
12	Oil or Natural Gas Pipeline Activities
13	Bank Stabilization
14	Linear Transportation Projects
15	U.S. Coast Guard Approved Bridges
16	Return Water From Upland Contained Disposal Areas
17	Hydropower Projects
18	Minor Discharges
19	Minor Dredging
20	Response for Oil or Hazardous Substances
22	Removal of Vessels
23	Approved Categorical Exclusions
27	Aquatic Habitat Restoration, Enhancement, and Establishment Activities
28	Modifications of Existing Marinas
29	Residential Developments
31	Maintenance of Existing Flood Control Facilities
32	Completed Enforcement Actions

NWP	Activity
33	Temporary Construction, Access, and Dewatering
34	Cranberry Production Activities
35	Maintenance Dredging of Existing Basins
36	Boat Ramps
37	Emergency Watershed Protection and Rehabilitation
38	Cleanup of Hazardous and Toxic Waste
39	Commercial and Institutional Developments
40	Agricultural Activities
41	Reshaping Existing Drainage and Irrigation Ditches
42	Recreational Facilities
43	Stormwater Management Facilities
44	Mining Activities
45	Repair of Uplands Damaged by Discrete Events
46	Discharges in Ditches
48	Commercial Shellfish Mariculture Activities
51	Land-Based Renewable Energy Generation Facilities
52	Water-Based Renewable Energy Generation Pilot Projects
53	Removal of Low-head Dams
54	Living Shorelines
55	Seaweed Mariculture Activities
57	Electric Utility Line and Telecommunications Activities
58	Utility Line Activities for Water and Other Substances
59	Water Reclamation and Reuse Facilities
A	Activities to Improve Passage of Fish and Other Aquatic Organisms

12. Pursuant to Section 401 of the federal CWA (33 U.S.C. § 1341), and based on the proposed NWPs and Regional Conditions, the Agency is hereby providing a written determination regarding certification of the NWPs and Regional Conditions in response to the Corps' June 18, 2025 request for Section 401 Water Quality Certification.

Certification and Conditions

1. The Agency certifies that there is reasonable assurance that activities eligible for authorization under the NWPs will not cause a violation of the 2022 Vermont Water Quality Standards (Environmental Protection Rule, Chapter 29A) (VWQS), and will comply with all applicable requirements of State law and with 33 U.S.C. §§ 1311, 1312, 1313, 1316, 1317 and 1341 (CWA §§ 301, 302, 303, 306, 307, and 401), provided that all conditions of this Certification, the NWPs, and the Regional Conditions are met.

2. In evaluating the Corps' request for certification, the Agency relied on the proposed NWPs dated June 18, 2025 and the proposed New England Regional Conditions dated October 28, 2025. If the final NWPs or Regional Conditions materially differ from those proposed such that the Agency cannot provide reasonable assurance of compliance with the VWQS, the Agency reserves the right to modify and reissue or deny this Certification as necessary to assure compliance with the applicable provisions of the CWA (§§ 301, 302, 303, 306, 307 and 401) and with appropriate requirements of State law.

3. All activities that are not eligible for coverage under the NWPs must obtain an individual water quality certification or waiver of certification from the Agency.

4. This Certification is only valid for those activities that fully comply with the terms and conditions of the NWPs, the Regional Conditions, and this Certification. Any activities that do not meet the conditions of the NWPs, the Regional Conditions, and the Conditions of this Water Quality Certification require an individual Water Quality Certification and are not authorized under this Certification.

5. The Agency may modify the conditions of this Certification when necessary to ensure compliance with the VWQS and to respond to any changes in the classification or management objectives for the affected waters. Any such modification is limited to those parts of this Certification, such as conditions or other enforceable requirements, that the U.S. Army Corps of Engineers has agreed in writing may be modified. Any modification to this Certification shall comply with the procedural requirements of VWQS § 29A-206 (e).

6. This Certification does not authorize activities in a Class I wetland or Class I wetland buffer, as defined under the Vermont Wetland Rules (Environmental Protection Rule, Chapter 30) and adopted pursuant to 10 V.S.A. § 905b(18).

7. This Certification does not authorize the "taking" of plants or animals listed as Threatened or Endangered in Vermont pursuant to 10 V.S.A. § 5408 and 10 V.S.A. App. § 10.

8. Earth disturbance at any one time is limited to five acres. “Earth disturbance” means construction activities including clearing, grading, tracking, grubbing, boring, and excavating, but does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility.

9. All areas of earth disturbance shall be temporarily or permanently stabilized as soon as practicable, but no later than 14 days after the initial disturbance. Thereafter, disturbed areas must remain stabilized in advance of any runoff producing event. For the purposes of this condition, a “runoff producing event” means any precipitation event that produces runoff from the construction site. Temporary stabilization is not required when: (a) no precipitation is forecast and work is to continue in the next 24 hours; or (b) the disturbance occurs within a self-contained excavation (i.e., no outlet) with a depth of at least two feet (e.g., utility or infrastructure trenches). This exemption applies only to the excavation area itself and does not apply to areas of a construction site that drain to sediment basins.

10. Areas of earth disturbance that are to be stabilized with rolled erosion control product (RECP) installations shall only include woven and interlinked products for use in temporary RECP applications (e.g., jute netted products). RECP product installations have the potential to ensnare animals, such as snakes and birds, which can lead to injury or fatality. This has been observed to be most problematic in products with welded joints in the supporting mesh, including products with plastic mesh, whether or not these products are bio-degradable or photo-degradable.

11. Site inspections on active construction sites shall be conducted daily during the period from October 15 through April 15. Inspections shall be performed by personnel qualified to assess erosion prevention and sediment control measures, and any deficiencies shall be corrected immediately or as soon as practicable to maintain compliance with this Certification and the VWQS.

12. The use of chemical treatments, such as polymers, flocculants, or coagulants, for the settling or removal of sediment from stormwater runoff associated with construction or construction-related activities requires prior written approval from the Vermont Agency of Natural Resources and an Agency-approved site and project-specific plan. In addition, the use of cationic polymers is prohibited unless approved by the Agency under a site and project-specific plan.

13. For activities authorized under NWP 4. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities, this Certification does not authorize permanent and temporary fill > 5,000 square feet (SF) in all waterways and/or wetlands.

14. For activities authorized under NWP 5. Scientific Measurement Devices, this Certification does not authorize:
    a. Permanent and temporary impacts > 1/2 acre in navigable WOTUS; and
    b. Permanent and temporary impacts > 1 acre in all other WOTUS.

15. For activities authorized under NWP 7. Outfall Structures and Associated Intake Structures, this Certification does not authorize:
    a. Permanent and temporary impacts ≥ 5,000 SF in Lake Champlain, Lake Memphremagog and adjacent wetlands; and
    b. > 1 acre in all other WOTUS.

16. For activities authorized under NWP 12. Oil and Natural Gas Pipeline Activities, this Certification does not authorize permanent and temporary impacts ≥ 5,000 SF in Lake Champlain, Lake Memphremagog and adjacent wetlands.

17. For activities authorized under NWP 14. Linear Transportation Projects, this Certification does not authorize permanent and temporary impacts ≥ 5,000 SF in Lake Champlain, Lake Memphremagog, and adjacent wetlands.

18. For activities authorized under NWP 17. Hydropower Projects, this Certification does not authorize:
    a. Permanent and temporary impacts that are > 1 acre in non-navigable WOTUS;
    b. > 5,000 SF in navigable WOTUS; and
    c. > 5,000 SF in wetlands adjacent to Lake Champlain and Lake Memphremagog.

19. For activities authorized under NWP 33. Temporary Construction, Access, and Dewatering, this Certification does not authorize temporary impacts > 1 acre in WOTUS. Construction mats of any area necessary to conduct activities are not included in determining the area of temporary impacts.

20. For activities authorized under NWP 35. Maintenance Dredging of Existing Basins, this Certification does not authorize maintenance dredging ≥ 5,000 CY.

21. This Certification shall be valid until such time as the NWPs are modified, suspended, revoked, or reissued.

22. The Agency reserves the authority to enforce any violation of the Vermont Water Quality Standards that results from any activity or discharge and to enforce all other State laws applicable to such activities and discharges.

23. The issuance of this Certification does not authorize violation or waive enforcement of any federal, state, or local laws or regulations, nor does it obviate the necessity of obtaining such permits, including any Agency permits or approvals, or permits or approvals from other governmental entities.

24. Authorized Agency representatives, at reasonable times and upon presentation of credentials, may enter upon the site where the activity is taking place for purposes of inspecting and determining compliance with any certification conditions.

25. This Certification shall be considered final action by the Agency. Any appeal of this certification 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 available at www.vermontjudiciary.org. The address for the Environmental Division is: 32 Cherry Street; 2nd Floor, Suite 303; Burlington, VT 05401 Telephone #: 802-951-1740.

State of Vermont
Agency of Natural Resources

Julia S. Moore, Secretary
Agency of Natural Resources



Digitally signed by Kevin Burke
Location: Montpelier, Vermont
Date: 2025.12.16 13:25:16
-05'00'

BY:
Kevin Burke, Director
Watershed Management Division

Docusign Envelope ID: 09978301-9C92-89C6-8334-12533428E0F6

REVIEWER NOTES:

1. CONCEPTUAL SUPERSTRUCTURE AND SUBSTRUCTURE SHOWN IN PROFILE VIEW.
2. ANTICIPATED WORK TO BE COMPLETED INCLUDES THE FOLLOWING:
   - I. REMOVE EXISITING SUPERSTRUCTURE INCLUDING TIMBER BRIDGE DECK TIES, STEEL BEAMS AND BEARINGS.
   - II. REMOVE APPROXIMATELY 4 INCHES OF EXISTING CONCRETE BRIDGE SEAT DEPTH AND EXISTING CONCRETE BACKWALL AT EACH ABUTMENT. REPLACE REMOVED CONCRETE WITH A PRECAST CONCRETE BRIDGE SEAT AND BACKWALL. NEW BRIDGE SEAT ELEVATION TO BE RAISED APPROXIMATELY 9 INCHES FROM EXISTING BRIDGE SEAT ELEVATION TO ELIMINATE THE NEED FOR PEDESTALS AT EACH BEARING.
   - III. SET PRECAST CONCRETE BRIDGE SEATS AND BACKWALLS IN PLACE, DRILL AND GROUT DOWELS TO CONNECT PRECAST SEAT AND BACKWALL TO EXISTING CONCRETE ABUTMENT. BACKFILL APPROACHES AND RECONSTRUICTION TRACK APPROACHES.
   - IV. SET SUPERSTRUCTURE IN PLACE ON NEW REINFORCED ELASTOMERIC BEARING PADS.
   - V. SET TIMBER BALLAST RETAINER ON TOP OF CONCRETE BACKWALL. INSTALL NEW TIMBER BRIDGE DECK OVER SUPERSTRUCTURE.
   - VI. RESET EXISTING 115 RE RAIL. RAISE, ALIGN AND SURFACE TRACK.
3. CONSTRUCTION OF THE NEW SUPERSTRUCTURE AND SUBSTRUCTURE REHABILITATION WILL BE DONE DURING EXCLUSIVE TRACK ACCESS WINDOWS OUTLINED UNDER THE RAILROAD AGREEMENT.
4. TOTAL EARTH DISTURBANCE FOR THE PROJECT IS APPROXIMATELY 0.22 ACRES, PROJECT WILL FALL UNDER NON-JURISDICTIONAL, TYPE II PER THE VTRANS EPSC PROTOCOL (REVISED SEPTEMBER 2020), A COMPLETE EPSC PLAN WILL NOT BE SHOWN IN THE PLANS. ESTIMATED QUANTITIES WILL BE PROVIDED.
5. THIS PROJECT DOES NOT REQUIRE PROPERTY EASEMENTS OUTSIDE OF UTILIZING THE EXISTING RAILROAD RIGHT-OF-WAY FOR CONSTRUCTION STAGING AND ACCESS.

STATE OF VERMONT
AGENCY OF TRANSPORTATION

PROPOSED IMPROVEMENT
RAIL PROJECT

TOWN OF NEWBURY

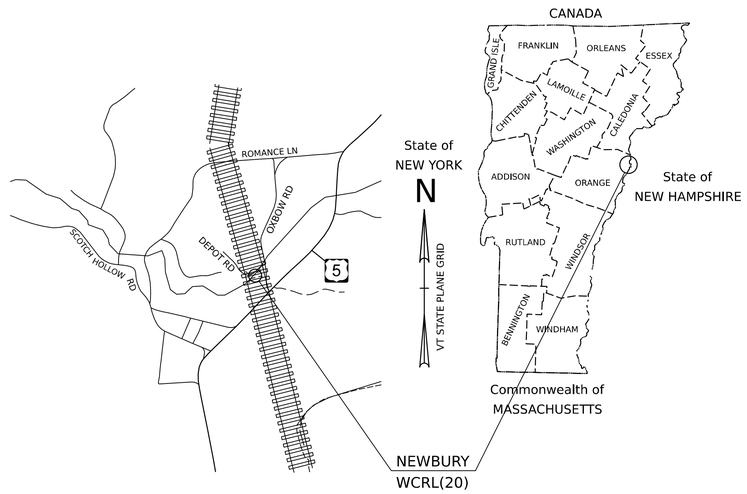
COUNTY OF ORANGE

ROUTE NO : WASHINGTON COUNTRY RAILROAD BRIDGE NO : 520

PROJECT LOCATION : WASHINGTON COUNTY RAILROAD, CONNECTICUT RIVER LINE - LYNDONVILLE SUBDIVISION, BRIDGE NO. 520 OVER HARRIMAN BROOK AT MILE POST 68.86 IN NEWBURY

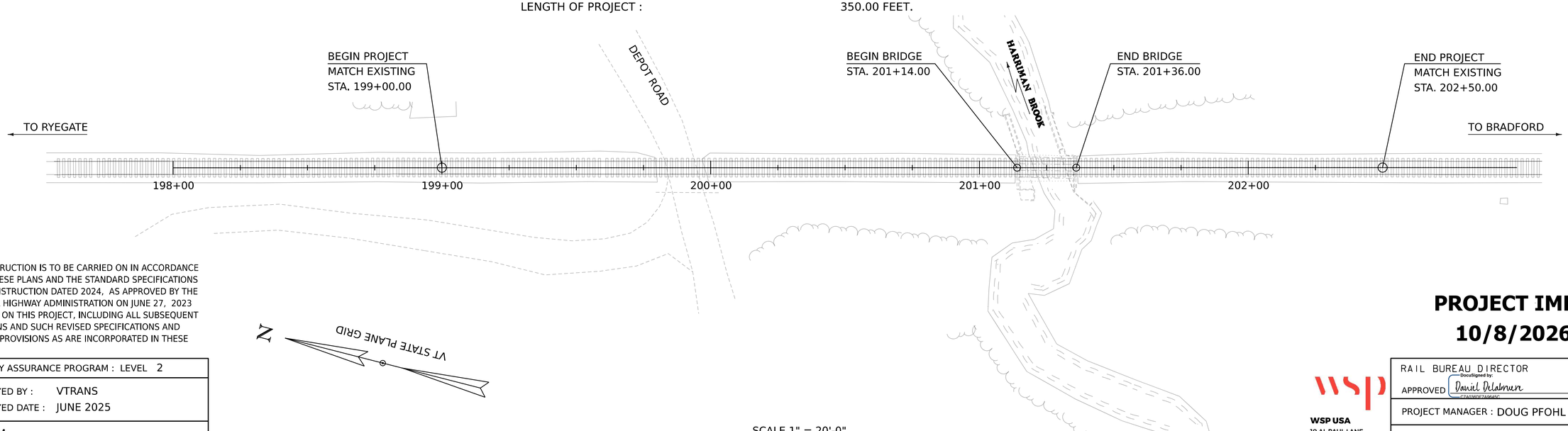
PROJECT DESCRIPTION : REMOVAL AND REPLACEMENT OF EXISTING STEEL SUPERSTRUCTURE AND CONCRETE BRIDGE SEATS AND BACKWALLS WITH STEEL OPEN DECK SUPERSTRUCTURE, PRECAST CONCRETE BRIDGE SEATS AND BACKWALLS, AND ASSOCIATED TRACK WORK AND CHANNEL ARMORING.

LENGTH OF STRUCTURE : 22.00 FEET.
LENGTH OF TRACK : 328.00 FEET.
LENGTH OF PROJECT : 350.00 FEET.



LOCATION MAP

NOT TO SCALE



CONSTRUCTION IS TO BE CARRIED ON IN ACCORDANCE WITH THESE PLANS AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION DATED 2024, AS APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION ON JUNE 27, 2023 FOR USE ON THIS PROJECT, INCLUDING ALL SUBSEQUENT REVISIONS AND SUCH REVISED SPECIFICATIONS AND SPECIAL PROVISIONS AS ARE INCORPORATED IN THESE PLANS.

QUALITY ASSURANCE PROGRAM : LEVEL 2

SURVEYED BY : VTRANS
SURVEYED DATE : JUNE 2025

DATUM
VERTICAL NAVD 88
HORIZONTAL NAD 83 (2011)

PROJECT IMPACTS
10/8/2026

WSP USA
10 AL PAUL LANE
SUITE 103
MERRIMACK, NH 03054
PHONE: (603) 647-2012
FAX: (603) 647-2032
www.wsp.com

RAIL BUREAU DIRECTOR
APPROVED DocuSigned by: Daniel Delabruere C7A03ADE7A9E45C... DATE 10/14/2026

PROJECT MANAGER : DOUG PFOHL

PROJECT NAME : NEWBURY
PROJECT NUMBER : WCRL(20)

SHEET 1 OF 9 SHEETS

STATE OF VERMONT
AGENCY OF TRANSPORTATION

PRELIMINARY INFORMATION SHEET (BRIDGE)

Version 2020.09.23.12
ASD

INDEX OF SHEETS

PLAN SHEETS

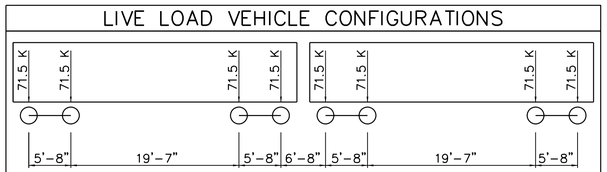
1	TITLE SHEET
2	PI SHEET
3	LEGEND
4-5	AREA OF DISTURBANCE SHEET 1-2
6-7	WETLAND AND OHW IMPACTS SHEET 1-2
8-9	WETLAND BUFFER IMPACTS SHEET 1-2

STANDARDS LIST

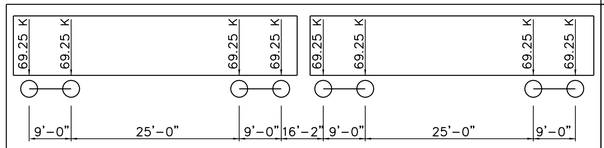
E-10	ROLLED EROSION CONTROL PRODUCT, TYPE I	04-07-2020
E-12	STABILIZED CONSTRUCTION ENTRANCE	04-07-2020
E-15	SILT FENCE	04-07-2020

DETAIL SHEETS

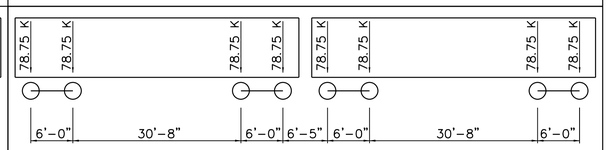
LIVE LOAD VEHICLE CONFIGURATIONS



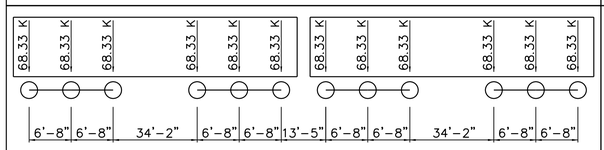
286 KIP BASE CAR AXLE LOADS AND SPACING
NTS



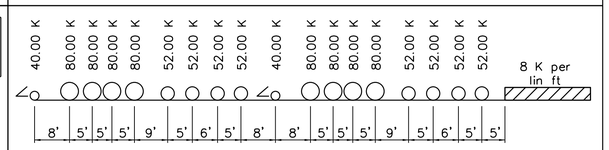
GP40 LOCOMOTIVE AXLE LOADS AND SPACING
NTS



315 KIP BASE CAR AXLE LOADS AND SPACING
NTS



SD-70M LOCOMOTIVE AXLE LOADS AND SPACING
NTS



E80 AXLE LOADS AND SPACING
NTS

SPEED (mph)	PROPOSED LOAD RATING FACTORS						Permissible Engine Speed					
	Cooper E-80		286K CAR		315K CAR		SD-70M		GP-40		AMTRAK Engine	
	NORMAL	MAXIMUM	NORMAL	MAXIMUM	NORMAL	MAXIMUM	NORMAL	MAXIMUM	NORMAL	MAXIMUM	NORMAL	MAXIMUM
10	2.16	3.17	2.80	4.10	2.55	3.74	UNRESTRICTED		UNRESTRICTED		UNRESTRICTED	
20	1.99	2.91	2.57	3.77	2.34	3.43						
30	1.87	2.74	2.42	3.54	2.20	3.23						
40	1.79	2.63	2.32	3.40	2.11	3.10						
60					2.05	3.00						

COMMENTS: STRUCTURE SUFFICIENT FOR E80 CAR AT 40 MPH.

TRAFFIC DATA

YEAR	ADT	DHV	%T	%D	ADTT	20 year ESAI for flexible pavement from XXXX to XXXX : 0
0	0	0	0	0	0	40 year ESAI for flexible pavement from XXXX to XXXX : 0
XXXX	0	0	0	0	0	DESIGN SPEED: 0 mph

AS BUILT "REBAR" DETAIL

LEVEL I	LEVEL II	LEVEL III
TYPE:	TYPE:	TYPE:
GRADE:	GRADE:	GRADE:

FINAL HYDRAULIC REPORT

HYDROLOGIC DATA

Date: 6/9/2026

DRAINAGE AREA : 3.92 sq. mi.
CHARACTER OF TERRAIN : HILLY FORESTED/AGRICULTURAL AREA WITH LOW INTENSITY DEVELOPED AREAS
WATERSHED STORAGE : 15.8 %

MEDIAN ANNUAL DAILY FLOW: 2.4 CFS

DESIGN AEP: 2 %
HYDROLOGICAL METHOD: 2025 USGS REGRESSION EQUATIONS

PEAK FLOW DATA - ANNUAL EXCEEDANCE PROBABILITY (AEP)

50% = 87.5 cfs
10% = 180 cfs
4% = 239 cfs
2% = 289 cfs
1% = 344 cfs
0.5% = 404 cfs
0.2% = 493 cfs

EXISTING STRUCTURE INFORMATION

HYDRAULIC CLEAR SPAN (NORMAL TO STREAM FLOW): 15.05-ft
HYDRAULIC CLEAR RISE: 3.77-ft
WATERWAY OF FULL HYDRAULIC OPENING: 35.5 sq.ft.
BRIDGE LOW CHORD ELEVATION: 416.65-ft

IS THE EXISTING BRIDGE ON THE VTRANS SCOUR CRITICAL LIST? NO*

WATER SURFACE ELEVATIONS AT:

50% AEP =	416.40-ft	VELOCITY =	4.27 fps
10% AEP =	418.06-ft	"	5.53 fps
4% AEP =	419.18-ft	"	6.67 fps
2% AEP =	419.66-ft	"	5.63 fps
1% AEP =	420.04-ft	"	4.10 fps

IS THE ROADWAY OVERTOPPED BELOW 1% AEP: YES
CALCULATED OVERTOPPING FREQUENCY: 10%
ROADWAY RELIEF ELEVATION : 419.1-ft

LONG TERM STREAMBED CHANGES: UNKNOWN

PROPOSED STRUCTURE**

HYDRAULIC CLEAR SPAN (NORMAL TO STREAM FLOW): 15.05-ft
HYDRAULIC CLEAR RISE: 3.77-ft
WATERWAY OF FULL HYDRAULIC OPENING: 35.5 sq. ft.
BRIDGE LOW CHORD ELEVATION: 416.65-ft

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1% AEP =	420.04-ft	"	4.10 fps

IS THE ROADWAY OVERTOPPED BELOW 1% AEP: YES
CALCULATED OVERTOPPING FREQUENCY: 10%
ROADWAY RELIEF ELEVATION : 419.1-ft

FREEBOARD @ DESIGN AEP: SUBMERGED

STREAMBED MATERIAL (OR D50) : 0.2 mm (ASSUMED)
THALWEG ELEVATION: 412.88-ft
SCOUR DESIGN ELEVATION: ***409.88-ft
SCOUR CHECK ELEVATION: ***409.88-ft

REQUIRED CHANNEL PROTECTION: E-STONE TYPE III
REQUIRED ROADWAY EMBANKMENT PROTECTION: STONE FILL TYPE III

TEMPORARY BRIDGE REQUIREMENTS

STRUCTURE TYPE: N/A
MINIMUM STRUCTURAL CLEAR SPAN : N/A
MINIMUM LOW CHORD ELEVATION: N/A
WATERWAY AREA OF FULL OPENING: N/A

ADDITIONAL INFORMATION

*AS-BUILT DRAWINGS ARE NOT AVAILABLE AND BRIDGE FOUNDATION IS UNKNOWN
**THE PROPOSED SUPERSTRUCTURE WILL MAINTAIN A SIMILAR LOW BEAM, AND THE SAME HYDRAULIC MODEL WAS USED FOR BOTH EXISTING AND PROPOSED CONDITIONS
***THE CURRENT PRESSURE FLOW EQUATIONS ONLY CORRECT SCOUR DEPTHS FOR GENERAL CONTRACTION SCOUR. AS A RESULT, ESTIMATION OF THE COMBINED EFFECT OF TOTAL ABUTMENT AND PRESSURE FLOW SCOUR CONDITIONS IS SUBJECT TO HIGH UNCERTAINTY. WSP RECOMMENDS THAT FULL WIDTH SCOUR PROTECTION IS INSTALLED AS PART OF A FUTURE PROJECT. BEND SCOUR ELEVATATIONS ARE ONLY REPORTED FOR WW4 SLOPE REPAIRS.

DESIGN VALUES

1. DESIGN LIVE LOAD		E80
2. FUTURE PAVEMENT	dp:	---
3. DESIGN SPAN	L:	19.00 FT
4. MIN. MID-SPAN POS. CAMBER @ RELEASE (PRESTRESSED UNITS)	Δ:	---
5. PRESTRESSING STRAND	fy:	---
6. PRESTRESSED CONCRETE STRENGTH	f'c:	---
7. PRESTRESSED CONCRETE RELEASE STRENGTH	f'ci:	---
8. PRECAST CONCRETE	f'c:	5 KSI
9. HIGH PERFORMANCE CONCRETE, RAPID SET	f'c:	---
10. CONCRETE HIGH PERFORMANCE, CLASS SCC	f'c:	---
11 CONCRETE HIGH PERFORMANCE, CLASS HPAA	f'c:	---
12. REINFORCING STEEL	fy:	60 KSI
13. STRUCTURAL STEEL AASHTO M270	fy:	50 KSI
14. NOMINAL BEARING RESISTANCE OF SOIL	qn:	---
15. SOIL BEARING RESISTANCE FACTOR (REFER TO AASHTO LRFD)	ϕ:	---
16. NOMINAL BEARING RESISTANCE OF ROCK	qn:	---
17. ROCK BEARING RESISTANCE FACTOR (REFER TO AASHTO LRFD)	ϕ:	---
18. PILE RESISTANCE FACTOR	ϕ:	---
19. LATERAL PILE DEFLECTION	Δ:	---
20. BASIC WIND SPEED	V3s:	---
21. MINIMUM GROUND SNOW LOAD	pg:	---
22. SEISMIC DATA PGA: ---	Ss:	---
	S1:	---
23.		
24.		---
25.		---
26.		---

PROJECT NAME: NEWBURY
PROJECT NUMBER: WCRL(20)

FILE NAME: 15g170forms
PROJECT LEADER: A. STOCKIN
DESIGNED BY: N. GOMEZ
PRELIMINARY INFORMATION SHEET

PLOT DATE: 10/8/2026
DRAWN BY: E. CARON
CHECKED BY: ------
SHEET 2 OF 9

GENERAL INFORMATION

SYMBOLOGY LEGEND NOTE

THE SYMBOLOGY ON THIS SHEET IS INTENDED TO COVER STANDARD CONVENTIONAL SYMBOLOGY. THE SYMBOLOGY IS USED FOR EXISTING & PROPOSED FEATURES WITH HEAVIER LINEWEIGHT, IN COMBINATION WITH PROJECT ANNOTATION, AS NOTED ON PROJECT PLAN SHEETS. THIS LEGEND SHEET COVERS THE BASICS. SYMBOLOGY ON PLANS MAY VARY, PLAN ANNOTATIONS AND NOTES SHOULD BE USED TO CLARIFY AS NEEDED.

R.O.W. ABBREVIATIONS (CODES) & SYMBOLS

POINT	CODE	DESCRIPTION
	CH	CHANNEL EASEMENT
	CONST	CONSTRUCTION EASEMENT
	CUL	CULVERT EASEMENT
	D&C	DISCONNECT & CONNECT
	DIT	DITCH EASEMENT
	DR	DRAINAGE EASEMENT
	DRIVE	DRIVEWAY EASEMENT
	EC	EROSION CONTROL
	HWY	HIGHWAY EASEMENT
	I&M	INSTALL & MAINTAIN EASEMENT
	LAND	LANDSCAPE EASEMENT
	R&RES	REMOVE & RESET
	R&REP	REMOVE & REPLACE
	SR	SLOPE RIGHT
	UE	UTILITY EASEMENT
	(P)	PERMANENT EASEMENT
	(T)	TEMPORARY EASEMENT
■	BNDNS	BOUND SET
⧈	BNDNS	BOUND TO BE SET
●	IPNS	IRON PIN SET
◎	IPNS	IRON PIN TO BE SET
⊠	CALC	EXISTING ROW POINT
○	PROW	PROPOSED ROW POINT
[LENGTH]		LENGTH CARRIED ON NEXT SHEET

COMMON TOPOGRAPHIC POINT SYMBOLS

POINT	CODE	DESCRIPTION
	APL	BOUND APPARENT LOCATION
	BM	BENCHMARK
	BND	BOUND
	CB	CATCH BASIN
	COMB	COMBINATION POLE
	DITHR	DROP INLET THROATED DNC
	EL	ELECTRIC POWER POLE
	FPOLE	FLAGPOLE
	GASFIL	GAS FILLER
	GP	GUIDE POST
	GSO	GAS SHUT OFF
	GUY	GUY POLE
	GUYW	GUY WIRE
	GV	GATE VALVE
	H	TREE HARDWOOD
	HCTRL	CONTROL HORIZONTAL
	HVCTRL	CONTROL HORIZ. & VERTICAL
	HYD	HYDRANT
	IP	IRON PIN
	IPIPE	IRON PIPE
	LI	LIGHT - STREET OR YARD
	MB	MAILBOX
	MH	MANHOLE (MH)
	MM	MILE MARKER
	PM	PARKING METER
	PMK	PROJECT MARKER
	POST	POST STONE/WOOD
	RRSIG	RAILROAD SIGNAL
	RRSL	RAILROAD SWITCH LEVER
	S	TREE SOFTWOOD
	SAT	SATELLITE DISH
	SHRUB	SHRUB
	SIGN	SIGN
	STUMP	STUMP
	TEL	TELEPHONE POLE
	TIE	TIE
	TSIGN	SIGN W/DOUBLE POST
	VCTRL	CONTROL VERTICAL
	WELL	WELL
	WSO	WATER SHUT OFF

THESE ARE COMMON VAOT SURVEY POINT SYMBOLS FOR EXISTING FEATURES, ALSO USED FOR PROPOSED FEATURES WITH HEAVIER LINEWEIGHT, IN COMBINATION WITH PROPOSED ANNOTATION.

PROPOSED GEOMETRY CODES

CODE	DESCRIPTION
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
CC	CENTER OF CURVE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PRC	POINT OF REVERSE CURVE
POB	POINT OF BEGINNING
POE	POINT OF ENDING
STA	STATION PREFIX
AH	AHEAD STATION SUFFIX
BK	BACK STATION SUFFIX
D	CURVE DEGREE OF (100FT)
R	CURVE RADUIS OF
T	CURVE TANGENT LENGTH
L	CURVE LENGTH OF
E	CURVE EXTERNAL DISTANCE

UTILITY SYMBOLOGY

UNDERGROUND UTILITIES

- UGU — UTILITY (GENERIC-UNKNOWN)
- UT — TELEPHONE
- UE — ELECTRIC
- UC — CABLE (TV)
- UEC — ELECTRIC+CABLE
- UET — ELECTRIC+TELEPHONE
- UCT — CABLE+TELEPHONE
- UECT — ELECTRIC+CABLE+TELEP.
- G — GAS LINE
- W — WATER LINE
- S — SANITARY SEWER (SEPTIC)

ABOVE GROUND UTILITIES (AERIAL)

- AGU — UTILITY (GENERIC-UNKNOWN)
- T — TELEPHONE
- E — ELECTRIC
- C — CABLE (TV)
- EC — ELECTRIC+CABLE
- ET — ELECTRIC+TELEPHONE
- AER E&T — ELECTRIC+TELEPHONE
- CT — CABLE+TELEPHONE
- ECT — ELECTRIC+CABLE+TELEP.
- UTILITY POLE GUY WIRE

PROJECT CONSTRUCTION SYMBOLOGY

PROJECT DESIGN & LAYOUT SYMBOLOGY

- CZ — CLEAR ZONE
- PLAN LAYOUT MATCH LINE

PROJECT CONSTRUCTION FEATURES

- TOP OF CUT SLOPE
- TOE OF FILL SLOPE
- STONE FILL
- BOTTOM OF DITCH ℄
- CULVERT PROPOSED
- STRUCTURE SUBSURFACE
- PDF — PROJECT DEMARCATION FENCE
- BF — BARRIER FENCE
- TREE PROTECTION ZONE (TPZ)
- STRIPING LINE REMOVAL
- SHEET PILES

CONVENTIONAL BOUNDARY SYMBOLOGY

BOUNDARY LINES

- TOWN LINE — TOWN BOUNDARY LINE
- COUNTY LINE — COUNTY BOUNDARY LINE
- STATE LINE — STATE BOUNDARY LINE
- PROPOSED STATE R.O.W. (LIMITED ACCESS)
- PROPOSED STATE R.O.W.
- STATE ROW (LIMITED ACCESS)
- STATE ROW
- TOWN ROW
- PERMANENT EASEMENT LINE (P)
- TEMPORARY EASEMENT LINE (T)
- SURVEY LINE
- P/L — PROPERTY LINE (P/L)
- SR SR SR — SLOPE RIGHTS
- 6f — 6F PROPERTY BOUNDARY
- 4f — 4F PROPERTY BOUNDARY
- HAZ — HAZARDOUS WASTE

EPSC LAYOUT PLAN SYMBOLOGY

EPSC MEASURES

- IN-WATER SEDIMENT ISOLATION
- SILT FENCE
- SILT FENCE WOVEN WIRE
- CHECK DAM
- DISTURBED AREAS REQUIRING RE-VEGETATION
- EROSION MATTING

SEE EPSC DETAIL SHEETS FOR ADDITIONAL SYMBOLOGY

ENVIRONMENTAL RESOURCES

- WETLAND BOUNDARY
- RIPARIAN BUFFER ZONE
- WETLAND BUFFER ZONE
- SOIL TYPE BOUNDARY
- T&E — THREATENED & ENDANGERED SPECIES
- HAZ — HAZARDOUS WASTE AREA
- AG — AGRICULTURAL LAND
- HABITAT — FISH & WILDLIFE HABITAT
- FLOOD PLAIN — FLOOD PLAIN
- OHW — ORDINARY HIGH WATER (OHW)
- STORM WATER
- USDA FOREST SERVICE LANDS
- WILDLIFE HABITAT SUIT/CONN

ARCHEOLOGICAL & HISTORIC

- ARCH — ARCHEOLOGICAL BOUNDARY
- HISTORIC DIST — HISTORIC DISTRICT BOUNDARY
- HISTORIC — HISTORIC AREA
- (H) — HISTORIC STRUCTURE

CONVENTIONAL TOPOGRAPHIC SYMBOLOGY

EXISTING FEATURES

- ROAD EDGE PAVEMENT
- ROAD EDGE GRAVEL
- DRIVEWAY EDGE
- DITCH
- FOUNDATION
- FENCE (EXISTING)
- FENCE WOOD POST
- FENCE STEEL POST
- GARDEN
- ROAD GUARDRAIL
- RAILROAD TRACKS
- CULVERT (EXISTING)
- STONE WALL
- WALL
- WOOD LINE
- BRUSH LINE
- HEDGE
- BODY OF WATER EDGE
- LEDGE EXPOSED

PROJECT NAME:	NEWBURY
PROJECT NUMBER:	WCRL(20)
FILE NAME: 15g170legend	PLOT DATE: 8-OCT-2026
PROJECT LEADER: A. STOCKIN	DRAWN BY: VTRANS
DESIGNED BY: N. GOMEZ	CHECKED BY: VTRANS
CONVENTIONAL SYMBOLOGY LEGEND	SHEET 3 OF 9

LEGEND

AREA/BOUNDARY LINESTYLE SYMBOLOGY

TOTAL IMPACT AREA

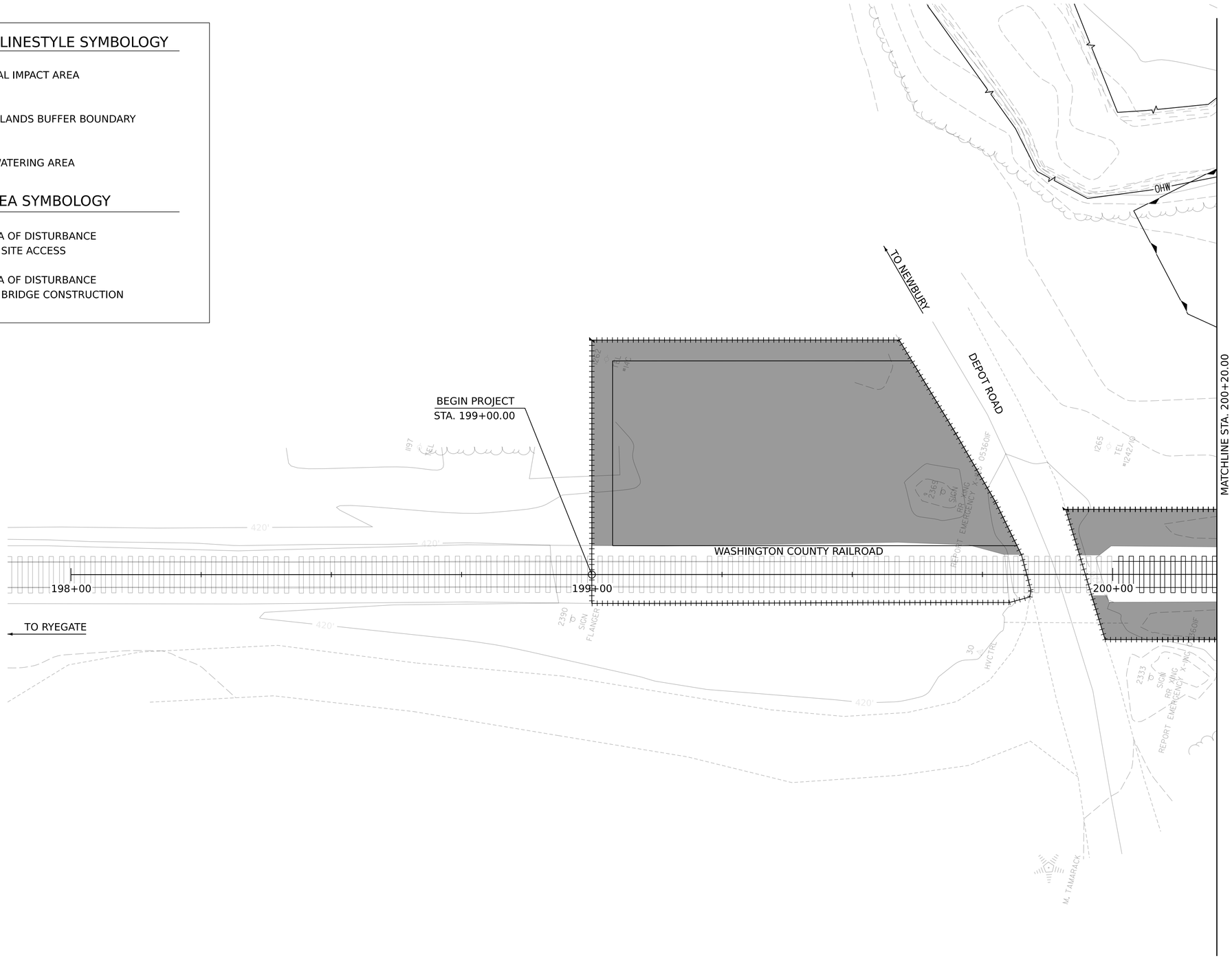
WETLANDS BUFFER BOUNDARY

DEWATERING AREA

DISTURBANCE AREA SYMBOLOGY

AREA OF DISTURBANCE
FOR SITE ACCESS

AREA OF DISTURBANCE
FOR BRIDGE CONSTRUCTION



SCALE 1" = 10'-0"
10 0 10

PROJECT NAME:	NEWBURY
PROJECT NUMBER:	WCRL(20)
FILE NAME: 15g170impacts	PLOT DATE: 8-OCT-2026
PROJECT LEADER: A. STOCKIN	DRAWN BY: E. CARON
DESIGNED BY: N. GOMEZ	CHECKED BY: ------
AREA OF DISTURBANCE SHEET 1	SHEET 4 OF 9

N

VT STATE PLANE GRID

EXISTING TOWN R.O.W. - T.H. 76

EXISTING STATE/RAILROAD R.O.W.

PERMANENT SLOPE EASEMENT ACQUIRED BY THE STATE WHEN THE RAILROAD ROW WAS OWNED BY BOSTON & MAINE RAILROAD.

TOTAL AREA OF DISTURBANCE = 8,000 SF = 0.184 AC.

TOTAL AREA OF DISTURBANCE FOR BRIDGE CONSTRUCTION = 1,600 SF
TOTAL AREA OF DISTURBANCE FOR SITE ACCESS (NORTH) = 4,700 SF
TOTAL AREA OF DISTURBANCE FOR SITE ACCESS (SOUTH) = 1,700 SF

NOTE: AREA OF DISTRUBANCE DOES NOT INCLUDE WIDTH OF BALLAST TRACK OUTSIDE OF THE BRIDGE CONSTRUCTION AREA.

MATCHLINE STA. 200+20.00

CLASS II WETLAND

Wetland D

CLASS II WETLAND

Wetland C

REHABILITATE ABUTMENT, REPLACE BRIDGE SEAT, BACKWALL AND BEARINGS, PERFORM CONCRETE REPAIRS THROUGHOUT STEM AND WINGWALLS. (TYP.)

BEGIN BRIDGE
STA. 201+14.00

END BRIDGE
STA. 201+36.00

END PROJECT
STA. 202+50.00

VT Uncommon Species T&E

WASHINGTON COUNTY RAILROAD

S14°38'30.24"E

201+00

202+00

2:1

1.5:1

TO BRADFORD

HARRIMAN BROOK

EXISTING STATE/RAILROAD R.O.W.

CLASS II WETLAND

Wetland A

CLASS II WETLAND

Wetland B

N/F
VILLAGE OF NEWBURY

LEGEND

AREA/BOUNDARY LINESTYLE SYMBOLOGY

TOTAL IMPACT AREA

DEWATERING AREA

DISTURBANCE AREA SYMBOLOGY

AREA OF DISTURBANCE FOR SITE ACCESS

AREA OF DISTURBANCE FOR BRIDGE CONSTRUCTION

SCALE 1" = 10'-0"
10 0 10

PROJECT NAME:	NEWBURY		
PROJECT NUMBER:	WCRL(20)		
FILE NAME:	15g170impacts	PLOT DATE:	8-OCT-2026
PROJECT LEADER:	A. STOCKIN	DRAWN BY:	E. CARON
DESIGNED BY:	N. GOMEZ	CHECKED BY:	------
AREA OF DISTURBANCE SHEET 2		SHEET	5 OF 9

LEGEND

OHW IMPACTS

- OHW TEMPORARY
- OHW PERMANENT
- OHW SECONDARY

WETLAND IMPACTS

- WETLANDS TEMPORARY
- WETLANDS PERMANENT
- WETLANDS SECONDARY

RIPARIAN BUFFER

ANTICIPATED CONSTRUCTION
STAGING AREA

TO NEWBURY

DEPOT ROAD

OHW

PDF

BF

BEGIN PROJECT
STA. 199+00.00

WASHINGTON COUNTY RAILROAD

MATCHLINE STA. 200+20.00

198+00

199+00

200+00

TO RYEGATE

SCALE 1" = 10'-0"
10 0 10

PROJECT NAME:	NEWBURY		
PROJECT NUMBER:	WCRL(20)		
FILE NAME:	15g170impacts	PLOT DATE:	8-OCT-2026
PROJECT LEADER:	A. STOCKIN	DRAWN BY:	E. CARON
DESIGNED BY:	N. GOMEZ	CHECKED BY:	------
WETLAND AND OHW IMPACTS SHEET 1		SHEET	6 OF 9

PERMANENT SLOPE EASEMENT ACQUIRED BY THE STATE WHEN THE RAILROAD ROW WAS OWNED BY BOSTON & MAINE RAILROAD.

EXISTING TOWN R.O.W. - T.H. 76
EXISTING STATE/RAILROAD R.O.W.

VT STATE PLANE GRID

AREA OF IMPACT BELOW OHW

TEMPORARY AREA OF IMPACT BELOW OHW = 300 SF
PERMANENT AREA OF IMPACT BELOW OHW = 100 SF

WETLANDS IMPACT

TEMPORARY AREA OF WETLAND IMPACT = 0 SF
PERMANENT AREA OF WETLAND IMPACT = 0 SF

RIPARIAN BUFFER

CLASS II WETLAND
Wetland D

CLASS II WETLAND
Wetland C

REHABILITATE ABUTMENT, REPLACE BRIDGE SEAT, BACKWALL AND BEARINGS, PERFORM CONCRETE REPAIRS THROUGHOUT STEM AND WINGWALLS. (TYP.)

BEGIN BRIDGE
STA. 201+14.00

END BRIDGE
STA. 201+36.00

END PROJECT
STA. 202+50.00

MATCHLINE STA. 200+20.00

WASHINGTON COUNTY RAILROAD

S14°38'30.24"E

201+00

202+00

2:1

1.5:1

HARRIMAN BROOK

TO BRADFORD

EXISTING STATE/RAILROAD R.O.W.

CLASS II WETLAND
Wetland A

CLASS II WETLAND
Wetland B

N/F
VILLAGE OF NEWBURY

LEGEND

OHW IMPACTS

- OHW TEMPORARY
- OHW PERMANENT
- OHW SECONDARY

WETLAND IMPACTS

- WETLANDS TEMPORARY
- WETLANDS PERMANENT
- WETLANDS SECONDARY

SCALE 1" = 10'-0"
10 0 10

PROJECT NAME:	NEWBURY
PROJECT NUMBER:	WCRL(20)
FILE NAME: 15g170impacts	PLOT DATE: 8-OCT-2026
PROJECT LEADER: A. STOCKIN	DRAWN BY: E. CARON
DESIGNED BY: N. GOMEZ	CHECKED BY: ------
WETLAND AND OHW IMPACTS SHEET 2	SHEET 7 OF 9

LEGEND

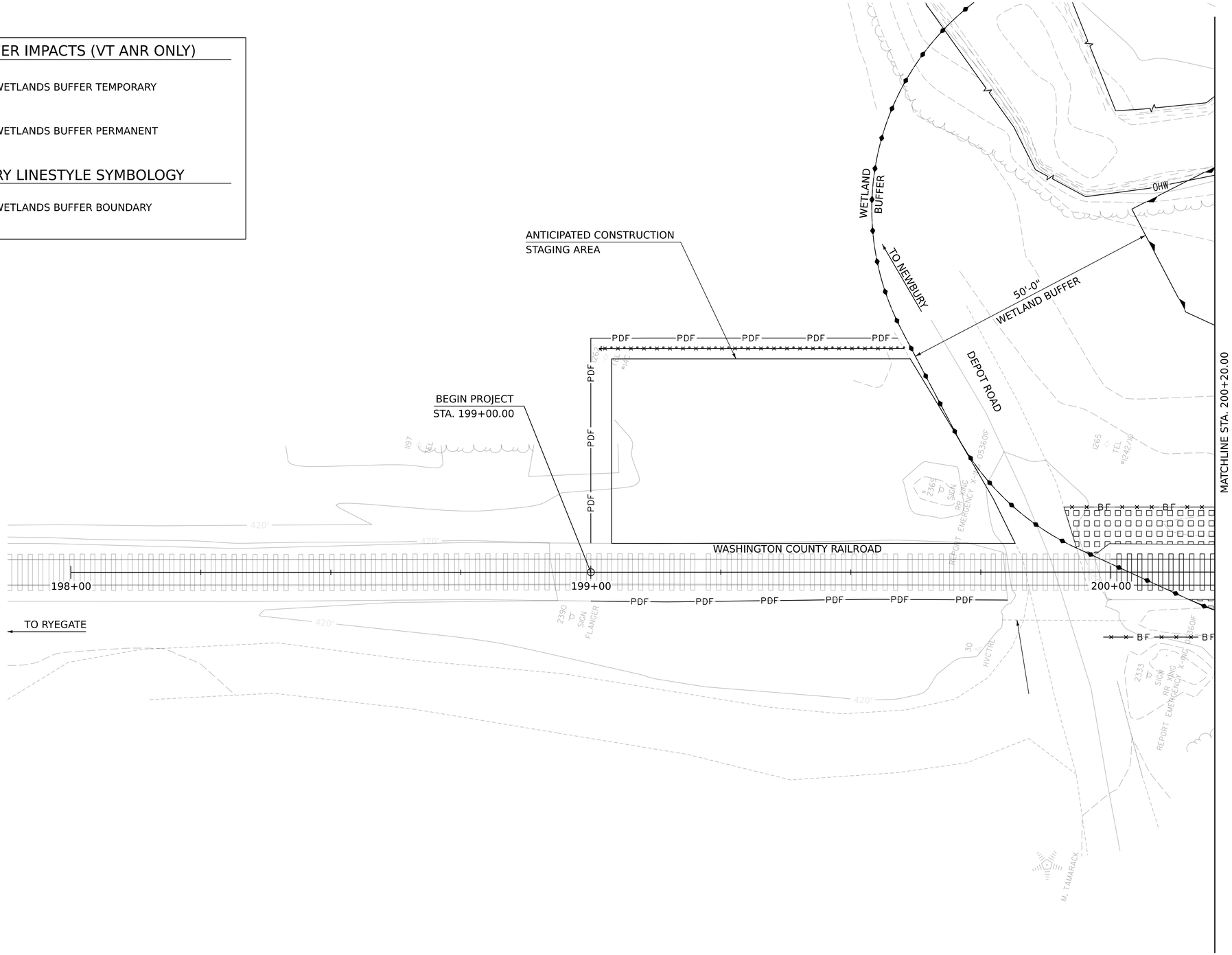
WETLAND BUFFER IMPACTS (VT ANR ONLY)

WETLANDS BUFFER TEMPORARY

WETLANDS BUFFER PERMANENT

AREA/BOUNDARY LINESTYLE SYMBOLOGY

WETLANDS BUFFER BOUNDARY



SCALE 1" = 10'-0"

10 0 10

PROJECT NAME:	NEWBURY
PROJECT NUMBER:	WCRL(20)
FILE NAME: 15g170impacts	PLOT DATE: 8-OCT-2026
PROJECT LEADER: A. STOCKIN	DRAWN BY: E. CARON
DESIGNED BY: N. GOMEZ	CHECKED BY: ------
WETLAND BUFFER IMPACTS SHEET 1	SHEET 8 OF 9

N

VT STATE PLANE GRID

EXISTING TOWN R.O.W. - T.H. 76

EXISTING STATE/RAILROAD R.O.W.

PERMANENT SLOPE EASEMENT ACQUIRED BY THE STATE WHEN THE RAILROAD ROW WAS OWNED BY BOSTON & MAINE RAILROAD.

AREA OF WETLAND BUFFER IMPACTS

AREA OF TEMPORARY WETLAND BUFFER IMPACTS = 2,400 SF
AREA OF PERMANENT WETLAND BUFFER IMPACTS = 300 SF

50'-0" WETLAND BUFFER

WETLAND BUFFER

MATCHLINE STA. 200+20.00

CLASS II WETLAND

Wetland D

CLASS II WETLAND

Wetland C

REHABILITATE ABUTMENT, REPLACE BRIDGE SEAT, BACKWALL AND BEARINGS, PERFORM CONCRETE REPAIRS THROUGHOUT STEM AND WINGWALLS. (TYP.)

BEGIN BRIDGE
STA. 201+14.00

END BRIDGE
STA. 201+36.00

END PROJECT
STA. 202+50.00

WETLAND BUFFER

WASHINGTON COUNTY RAILROAD

S14°38'30.24"E

201+00

202+00

2:1

1.5:1

HARRIMAN BROOK

TO BRADFORD

50'-0" WETLAND BUFFER

EXISTING STATE/RAILROAD R.O.W.

50'-0" WETLAND BUFFER

CLASS II WETLAND

Wetland A

CLASS II WETLAND

Wetland B

N/F
VILLAGE OF NEWBURY

VT Uncommon Species

SCALE 1" = 10'-0"
10 0 10

LEGEND

WETLAND BUFFER IMPACTS (VT ANR ONLY)

WETLANDS BUFFER TEMPORARY

WETLANDS BUFFER PERMANENT

AREA/BOUNDARY LINESTYLE SYMBOLOGY

WETLANDS BUFFER BOUNDARY

PROJECT NAME:	NEWBURY
PROJECT NUMBER:	WCRL(20)
FILE NAME: 15g170impacts	PLOT DATE: 8-OCT-2026
PROJECT LEADER: A. STOCKIN	DRAWN BY: E. CARON
DESIGNED BY: N. GOMEZ	CHECKED BY: ------
WETLAND BUFFER IMPACTS SHEET 2	SHEET 9 OF 9

CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Davis-Bacon and Related Act Provisions
IV. Contract Work Hours and Safety Standards Act Provisions
V. Subletting or Assigning the Contract
VI. Safety: Accident Prevention
VII. False Statements Concerning Highway Projects
VIII. Implementation of Clean Air Act and Federal Water Pollution Control Act
IX. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
X. Certification Regarding Use of Contract Funds for Lobbying
XI. 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. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

The applicable provisions 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 or 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.

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

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 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

The contractor and all subcontractors must comply with the following policies: 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, including any amendments thereto.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with 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, including any amendments thereto.

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.

1. Assurances Required:

a. The requirements of 49 CFR Part 26, including any amendments thereto, 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, including any amendments thereto, 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, including any amendments thereto, are incorporated by reference. 49 CFR Part 21.

III. 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*. 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*, 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 IV, 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 reprocurement 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 29 CFR part 30, including any amendments thereto.

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 III. 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 in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, 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.

IV. 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.

* $33 as of January 15, 2025 (See 90 FR 1859) 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 III 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 reprocurement 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.

V. 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 this section 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 this section 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).

VI. 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).

VII. 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."

VIII. 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.

IX. 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.

* * * * *

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

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

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

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

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

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

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

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X. 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.

XI. 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 (40 U.S.C. sections 14501(d) and 14701 and the Appalachian Regional Commission Code as authorized under 40 U.S.C. section 14302)
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 40 U.S.C. 14501 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: VT20260053 05/18/2026

State: Vermont

Construction Types: Highway

Counties: Vermont Counties of
Orange

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SUVT2017-014 08/06/2019

	Rates	Fringes
TRUCK DRIVER: DISTRIBUTOR TRUCK	$ 22.55	11.87
TRUCK DRIVER, INCLUDES ALL AXLES INCLUDING DUMP TRUCKS	$ 18.44	1.75
TRAFFIC CONTROL: LABORER-CONES/ BARRICADES/BARRELS - SETTER/MOVER/SWEEPER	$ 17.20	6.71
TRAFFIC CONTROL: FLAGGER	$ 10.04	3.54
OPERATOR: SCREED	$ 20.87	7.24
OPERATOR: ROLLER	$ 18.48	7.16
OPERATOR: POUNDER	$ 22.31	0.00
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE)	$ 20.89	5.08
OPERATOR: MILLING MACHINE	$ 22.50	10.24
OPERATOR: MECHANIC	$ 23.14	6.08
OPERATOR: LOADER	$ 21.95	4.63
OPERATOR: GRADER/BLADE	$ 21.13	5.53
OPERATOR: DRILL	$ 19.83	3.94
OPERATOR: CRANE	$ 23.42	2.38
OPERATOR: BULLDOZER	$ 21.35	3.84
OPERATOR: BROOM/SWEEPER	$ 16.88	6.14
OPERATOR: BOBCAT/SKID STEER/SKID LOADER	$ 19.79	4.28
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE	$ 22.52	4.22
LABORER: COMMON OR GENERAL, INCLUDES ASPHALT RAKER, SHOVELER, SPREADER AND DISTRIBUTOR	$ 16.32	3.15
LABORER: LANDSCAPE	$ 14.70	1.03
LABORER: CONCRETE WORKER	$ 20.19	1.31
IRONWORKER, STRUCTURAL	$ 28.77	7.91
IRONWORKER, REINFORCING	$ 21.70	1.60
INSTALLER - SIGN	$ 16.25	3.20
HIGHWAY/PARKING LOT STRIPING: PAINTER	$ 23.83	0.00
ELECTRICIAN	$ 28.15	2.03
CEMENT MASON/CONCRETE FINISHER	$ 25.34	0.00
CARPENTER, INCLUDES FORM WORK	$ 20.00	1.64

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 $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

classification.

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests

for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

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

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION

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VERMONT AGENCY OF TRANSPORTATION

BIDDING REQUIREMENTS AND CONDITIONS

EFFECTIVE

JULY 15, 2026

1 REQUIREMENT FOR PREQUALIFICATION

Two processes, Annual and Contract Specific Prequalification, while separate and distinct, are often referred to – both collectively and individually – as "Prequalification." Prequalification shall be required for prime contractors to bid on design-bid-build projects.

2 BID PREPARATION

A. General. Unless otherwise specifically directed, bids shall only be submitted via the electronic bidding platform provided within iCXWeb. Each submission must be completed and signed/submitted by an individual authorized to sign legal documents for the bidding entity.

By submitting a bid electronically, the Bidder acknowledges and confirms that it has read and understands the terms and conditions included in the Proposal, Plans, Standard Specifications, and Special Provisions; and such documentation has been taken into account and is part of this bid.

Bidder further certifies that it has read and understands any and all Addenda issued relative to this Proposal and such Addenda have been taken into account and are a part of this bid.

B. Summation of Pay Items. Submitted bids will be considered and confirmed on the basis of the summation of the products of the quantities shown in each pay item multiplied by the unit prices bid.

C. Fraction of a Cent Unit Costs. Computing Bid Results. When Proposals have unit cost bid items submitted for a fraction of a cent, the total cost for the quantity of the item shall be determined by carrying price computations out through the third digit after the decimal point. The fourth digit shall be dropped with no rounding off onto the third digit. All bid results shall be computed on this basis for purposes of determining the low bidder.

D. Bid Items With Zero and Other Obviously Below Cost Bids.

1. If a bidder submits a unit bid price of zero for a contract bid item, the bid will be declared informal. The current electronic bid platform is designed to not allow a zero-bid amount.

2. A bidder may submit a unit bid price that is obviously below the cost of the item. If the Agency awards and enters into a contract with a bidder that has submitted a unit bid price that is obviously below cost, the contractor shall be obligated to perform the work under such item as indicated in the contract documents and/or as directed by the Engineer.

E. Optional Bid Items. When "Optional Bid Items" are indicated in the Proposal, bidders shall bid on only one pay item in each group of options, leaving the other pay items in the group without a unit bid price. If a bidder enters more than one unit price bid in a group of options, only the bidder selected option will be utilized as the basis of calculation for determining the low bidder and used in the contract.

F. Alternate Bid Items. When "Alternate Bid Items" are indicated in the Proposal, bidders must bid on all pay items in each group of “Alternate Bid Items.” Failure to bid on all of the "Alternate Bid Items" will prevent the bid from being submitted.

G. Additive Alternate Bid Items. When "Additive Alternate Bid Items" are indicated in the Proposal, bidders must bid on all pay items in each group of “Additive Alternate Bid Items.” Failure to bid on all of the "Additive Alternate Bid Items" will prevent the bid from being submitted.
If an award is made, the State will award one of the following, in this order of priority, maximizing the available funding:

1. Base Items only

2. Base Items plus Additive Alternate 1

3. Base Items plus Additive Alternate 1 and Additive Alternate 2

4. Base Items plus previous sequential Additive Alternates to include all of the Additive Alternates in numeric order

H. Quantity of One; Unit Bid Price; Not a Bid Item (N.A.B.I.) When the Schedule of Items for a contract contains one or more pay items which have a quantity of one (1) and a unit price and total price entered, the Agency has set a unit price in the event such an item is used. If such an item is determined to be needed by the Engineer, the work will be

performed by the contractor according to the contract documents at the unit price listed.

I. Incidental to Other Contract Items. When it is indicated in the contract documents that payment or costs of work and/or materials are incidental to one or more other contract items (but not to specific other items), such costs shall be included by the bidder in the price bid for all other contract items.

3 BID SUBMISSION

A. Bids shall be submitted electronically utilizing the Agency's electronic bidding platform.

B. By submitting an electronic bid, the bidder certifies that it has read, understands, accepts, acknowledges, and agrees to comply with all statements, conditions and specifications in the electronic bid submittal.

C. A bidder submitting a bid is solely responsible for that submission. They have the financial wherewithal and are physically organized and equipped to undertake and complete the contract.

D. Claims will not be accepted and bid openings will not be postponed due to fault on the part of a bidder in preparing and submitting a bid in a timely manner.

4 BID BOND

A. General. A Bid Bond is a Proposal Guaranty that must be secured by each Bidder through Surety 2000 or SurePath. The amount shall be as indicated on the cover page of the Proposal. Typically, this amount is 5% of the Contractor's bid. The Bond Number must be entered into the bidding software prior to submitting a bid. The bidding software will automatically verify the bond through the system.

The Bid Bond shall list:

1. Obligee: Vermont Agency of Transportation

2. Obligee Address: 219 North Main St., Barre, VT 05641

3. Bid Date: Date of Bid Opening

4. Contract ID: Contract Number. This will be in the format: C<zero>XXXX (C0XXXX).

5. Company Number: The unique 4-digit company number can be found by logging into iCXWeb and clicking on the Menu>Company>Details Tab.

5 BIDDER DISQUALIFICATION

Bidders may be disqualified for various reasons, including:

A. Submission of more than one Bid for the same work by an entity under the same or different names;

B. Evidence of collusion among bidders; or

C. Any other cause for suspension or debarment as detailed in the Agency's Policy and Procedures on Debarment, Code of Vermont Rules (CVR), Volume 8A, 14 010 004, Pages 1-10. All bidders must complete the Debarment and Non-Collusion Affidavit included in the bidding software prior to submitting a bid. This affidavit (a sworn statement signed by or on behalf of the entity to which a contract may be awarded) certifies that the entity, including all parties to a joint venture, has neither directly nor indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in conjunction with the proposed contract and has not been suspended, indicted, convicted, or had a civil judgment rendered against it within three (3) years of the bid opening date for the proposed contract. The statement must be sworn to before a person who is authorized to administer oaths. The completed Debarment and Non-Collusion Affidavit must be completed in iCXWeb prior to bid submission.

6 BID REJECTION

A. General. A Bid may be rejected at any time between bid opening and contract execution. The Agency may reject any or all Bids, waive any or all technicalities, and/or advertise for new Bids if in its sole judgment, or that of the awarding authority, the best interests of the State, or the awarding authority, will be served.

B. Unbalanced Bids. The Agency will decide whether any bid prices are unbalanced above or below a reasonable cost analysis value as determined by its Chief Engineer of the Highway Division. Bids in which

bid prices are unbalanced, mathematically and/or materially, may be rejected at the sole discretion of the Agency. For purposes of this subsection “mathematically unbalanced bid” and “materially unbalanced bid” shall have the same meaning as in 23 CFR Part 635 – Construction and Maintenance.

C. Rejection of Apparent Low Bid. The Agency may choose to reject the apparent low bid after the bid analysis is conducted. If this should occur, the Agency will send notification to the apparent low bidder via email. The apparent low bidder may submit a written appeal of the Agency’s decision.

D. Rejection of All Bids. The Agency may choose to reject all bids after the bid analysis is conducted. If this should occur, the Agency will send notification to all bidders via email.

7 APPEALS

Appeal Process. Any Bidder may submit a written appeal of an Agency decision. Written appeals must be received via email by Contract Administration and the Secretary of Transportation within seven (7) calendar days following bid opening or the rejection of the apparent low bid for the contract in question.

The written appeal shall outline the nature of the grievance and include appropriate documentation supporting the bidder's position.

The Secretary will endeavor to render a decision on the appeal within twenty-one (21) calendar days of the bid opening. The Secretary may appoint a hearing officer to hear an appeal.

Appeals are independent from, and shall neither affect nor stay, the award process of any contract. An award shall remain in effect unless and until it is overturned on appeal.

8 BID WITHDRAWAL OR REVISION

Bidders may withdraw their bid if they do not want to be considered. Bidders may choose to revise their submitted bid as many times as desired prior to the time set for the opening of proposals specified in the Invitation for Bids. To revise a bid, a bidder must withdraw their previously submitted bid. After revisions are complete, the bidder must resubmit their bid. Once the time set for the opening of bids has passed, a bid cannot be withdrawn or revised.

It should be noted, that in the event of an addendum, bids automatically are withdrawn by the bidding software. The Unacknowledged Addendum will be shown on the Contract Status table on the Dashboard after logging into iCXWeb. Bidders must acknowledge the addendum in the bidding software by clicking on Addenda on the Bidding tab, viewing the addendum and then selecting the Acknowledged Checkbox. After the addendum is acknowledged, the bid may be resubmitted.

9 AWARD OF CONTRACT

A. General. If a contract is to be awarded, the award will be made to the lowest responsible bidder that has submitted a Bid that complies with all the provisions required to render it formal.

B. Award Letter. An award letter will be sent to the successful bidder within 31 calendar days of bid opening via email notification indicating that their bid has been accepted.

C. Intent to Award Letter. For aviation contracts, an intent to award letter will be sent to the successful bidder within 31 calendar days of bid opening via email notification indicating that their bid has been accepted contingent upon grant funding approval. Once grant approval has been obtained, an award letter will be sent to the successful bidder via email notification. Grant funding determination is outlined in the Special Provisions.

D. Cancellation of Award Prior to Signing of Contract. The Agency may cancel the award of a contract prior to the signing thereof by all parties; the Agency shall not be liable therefore for any reason.

10 AUTHORITY TO CONTRACT

Prior to signing a Contract with the Agency, a Contractor shall take all steps necessary for it to enter into contracts with the State of Vermont including the following:

A. Business Registration: The Contractor awarded the Contract shall, upon notification of award, apply for registration with the Vermont Secretary of State's Office in order to do business in the State of Vermont, if not already so registered. AOT will not process the contract until the Contractor is registered with the Secretary of State’s office and is in good standing. The registration form may be obtained from the Vermont Secretary of State: 128 State Street, Montpelier VT 05609-1101. The

telephone number is 800-439-8683. Registration can be completed online at: https://bizfilings.vermont.gov/homepage.

B. Debarment: The Contractor also certifies under the penalties of perjury under the laws of the State of Vermont and the United States that, except as noted below, it is not currently, and has not been within the past three (3) years, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and neither the Bidder nor any person associated with the Bidder in any capacity has been indicted, convicted, or had a civil judgment rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

C. Non-Collusion: The Contractor awarded the Contract shall certify 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 for the Contract.

D. SAM: The Contractor awarded the Contract shall have an active registration and have an Unique Entity ID.

11 CONTRACTOR DOCUMENTS

After contract award, the selected Contractor shall submit requested documents within 10 working days from the Award date in iCXWeb by selecting Menu>Award & Contract>Award Tab. Prior to sending the award letter, the Agency will upload templates in the Request File column in the Award Tab for the standard requested documents.

The Contractor can view and download the documents to complete. Once completed, the Contractor shall upload each document in the appropriate placeholder in the Uploaded Documents column on the Award Tab. For non-templated standard documents, Contractors will upload their own documents in the appropriate placeholder in the Uploaded Documents column on the Award Tab.

Once all required forms have been uploaded and saved, the Agency will be automatically notified by the system software. The Agency will review for compliance and either accept or reject each document. If a document is rejected,

the Agency will include a note detailing what needs to be corrected. The note can be viewed by clicking on the 'N' icon which will be shaded blue on the entry line where the document was uploaded. Contractors may resubmit the document once corrections have been completed. The system will again automatically notify the Agency.

The following documents are considered standard documents that will be required for all contracts:

A. Corporate Resolution. The Corporate Resolution is a document that details who at the company has been authorized by vote by the Board of Directors to sign the Contract on behalf of the company. It should be on corporate letterhead and include the following:

1. Company Name

2. Company Address

3. Company Phone Number

4. Date in which the Board of Director's voted to determine the authorized signers

5. Authorized Signers. This role must be identified by the Company's Administrator role in iCXWeb.

6. The document shall include the exact phrases:

    a. That (Name, Title) of all authorized signers, of the (Company Name), on behalf of the company, is authorized to enter into a specific contract, lease, or other agreements, and further authorizing said officer to execute any documents which may be in his/her judgment to be desirable or necessary to effect the purpose of this vote.

    b. I HEREBY CERTIFY THAT SAID VOTE HAS NOT BEEN AMENDED OR REPEALED AND REMAINS IN FULL FORCE AND EFFECT AS OF THE (DATE SIGNED) AND THAT (NAME OF COMPANY PRESIDENT) IS THE DULY ELECTED PRESIDENT OF THIS COMPANY.

7. Attest by Corporate Secretary

8. Date signed by the Corporate Secretary

9. Corporate Seal

B. CA-94 – Schedule of Insurance Rates on Extra Work. This is a document that outlines insurance rates. This form can be completed by a company's insurance provider to provide the following information:

1. Worker's Compensation items by classification number and rate.

2. General Liability by classification number and rate.

3. Automobile Liability by classification number and rate.

4. Federal Social Security Act rate.

5. Federal Unemployment Insurance rate (Net).

6. Vermont Unemployment Compensation Act rate.

7. Sign and Date

C. Contract Bonds. A successful bidder entering into a contract for any portion of the work included in a proposal shall provide the Agency sufficient surety in the form of; 1) a Labor and Materials Bond, and 2) a Compliance Bond, both as required by 19 V.S.A. Section 10(8) and (9).

Each bond shall be in a sum equal to one-hundred percent (100%) of the contract awarded.

The CA-112 Compliance Bond shall guarantee the faithful performance and completion of the work to be done under the contract as well as compliance with all provisions of the contract.

The CA-113 Labor and Materials Bond shall guarantee the payment in full of all bills and accounts for material and labor used in the work as well as other obligations incurred in carrying out the terms of the contract.

The bonds shall be procured from an insurance company registered and licensed to do business in the State of Vermont.

Compliant bond forms will be provided by the Agency in the Contractor Submitted Documents.

The Power of Attorney document shall also be submitted with the bonds. There will be placeholders for each individual bond and power of attorney document to be uploaded. Only Page 1 of the Power of Attorney document should be uploaded.

D. Certificate of Insurance (COI). The appropriate insurance coverage type and minimum limits shall be compliant with Subsection 103.04 of the 2024 Standard Specifications for Construction book. The Contract name and number must be included in the Description of Operations section. The Certificate Holder will be State of Vermont Agency of Transportation. The Agency's address will be 219 North Main St. Barre, VT 05641. Only the COI should be uploaded. The individual policies should not be uploaded.

E. Vermont Certificate of Compliance. The form shall be reviewed and signed where appropriate.

F. Executive Order 02-22 Vendor Certification. The form shall be reviewed and signed where appropriate.

12 SIGNING OF CONTRACT

A. General. The Contract may be viewed in iCXWeb by clicking on Menu>Award & Contract>Contract Tab. A signing link to the Contract will be provided via email to the Company once all contractor requested documents have been accepted by the Agency. The Contract shall be signed by an Authorized Signer as identified in the Corporate Resolution. The Contract shall be signed within (3) working days of receipt. The Agency will sign the Contract after the Company Authorized Signer. Once signed the executed contract will be available to view and download from iCXWeb. No Contract shall be considered in effect until it has been fully signed by all of the parties.

13 CONSEQUENCES OF NON-COMPLIANCE IN CONTRACT AWARD PROCESS

A. General. Failure to comply with any of the requirements relative to signing the Contract or failure to furnish the required documents after notice of award shall be just cause for the annulment of the award or of the Contract and/or forfeiture of the bid bond. Further, if the award or the Contract is annulled or not awarded due to inaction of the lowest responsible bidder the bid bond accompanying the proposal shall become the property of the State.

B. Further Action by the Agency. If the award or the Contract is annulled, the Agency may award the Contract to the next lowest responsible bidder, re-advertise the Contract, or take other action as the Agency may decide is in its best interest.

If the Contract is awarded to the next lowest responsible bidder all requirements stated within shall apply.

C. Failure to Sign Contract Within Required Time. Failure by a Contractor to sign the contract within the required time specified, shall not be a reason for an extension of the completion date of the Contract.

January 2026
CR110

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 if 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 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 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 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.

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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:			
Vermont 003 Burlington, VT Non-SMSA Counties NH Coos; NH Grafton: NH Sullivan; VT Addison; VT Caledonia; VT Chitten- den; VT Essex; VT Frank- lin; VT Grand Isle; VT Lamoille; VT Orange; VT Orleans; VT Rutland; VT Washington; VT Windsor	Indefinite	0.8	6.9
Connecticut (Mass) 006 Hartford - New Haven Springfield, CT-MA Non-SMSA Counties CT Litchfield; CT Windham; MA Franklin; NH Cheshire; VT Windham	Indefinite	5.9	
New York 007 Albany - Schnec- tady - Troy, NY Non-SMSA Counties NY Clinton; NY Columbia; NY Essex; NY Fulton; NY Greene; NY Hamilton; NY Sohoharie; 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)

STATE OF VERMONT
AGENCY OF TRANSPORTATION

November, 1985
CA-109

CONTRACTOR'S EEO CERTIFICATION FORM

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

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

_____	_____	_____
Company	By	Title

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

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

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

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:

Trucks, not Including Driver Water Level Body Capacity	Minimum Rates Per YD per Hr.
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	$803.00	$6.48

VERMONT AGENCY OF TRANSPORTATION
PROPOSAL SCHEDULE OF PAY ITEMS

LETTING DATE: 12/04/2026 11:00 AM

CONTRACT ID:C03303
PROJECT(S):Newbury WCRL(20)

ITEM NO.	DESCRIPTION	QUANTITY	UNITS
ITEMS COMMON TO ALL ALTERNATES			
199.9999	LIQUIDATED DAMAGES, TRAIN DELAY (N.A.B.I.)	1.000	DL
201.1000	CLEARING AND GRUBBING, INCLUDING INDIVIDUAL TREES AND STUMPS	1.000	LS
203.1500	COMMON EXCAVATION	90.000	CY
203.2700	UNCLASSIFIED CHANNEL EXCAVATION	4.000	CY
204.2200	TRENCH EXCAVATION OF EARTH, EXPLORATORY (N.A.B.I.)	1.000	CY
204.2500	STRUCTURE EXCAVATION	25.000	CY
204.3000	GRANULAR BACKFILL FOR STRUCTURES	25.000	CY
240.0300	TEMPORARY RAILROAD ACCESS	1.000	LS
506.5000	STRUCTURAL STEEL, ROLLED BEAM	10,800.000	LB
507.1100	REINFORCING STEEL, LEVEL I	100.000	LB
507.1600	DRILLING AND GROUTING DOWELS	36.000	LF
514.1000	WATER REPELLENT, SILANE	3.000	GAL
529.2000	PARTIAL REMOVAL OF STRUCTURE (220 SF - EST.)	1.000	EACH
531.1700	BEARING DEVICE ASSEMBLY, STEEL REINFORCED ELASTOMERIC PAD	8.000	EACH
580.1101	REPAIR OF CONCRETE SUBSTRUCTURE SURFACE, CLASS I	10.000	SY
580.1102	REPAIR OF CONCRETE SUBSTRUCTURE SURFACE, CLASS II	8.000	SY
580.1103	REPAIR OF CONCRETE SUBSTRUCTURE SURFACE, CLASS III	1.000	CY
613.1002	STONE FILL, TYPE II	13.000	CY
614.2000	IN-WATER SEDIMENT ISOLATION MEASURES	1.000	LS
630.1000	UNIFORMED TRAFFIC OFFICERS	80.000	HR
630.1500	FLAGGERS	140.000	HR
631.1000	FIELD OFFICE, ENGINEER'S	1.000	LS
631.1600	TESTING EQUIPMENT, CONCRETE	1.000	LS
631.1900	TESTING EQUIPMENT, GROUT	1.000	LS
631.2600	FIELD OFFICE COMMUNICATIONS (N.A.B.I.)	3,000.000	DL
632.1000	RAILROAD FLAGGERS (N.A.B.I.)	40,000.000	DL
633.1000	CPM SCHEDULE	2.000	EACH
635.1100	MOBILIZATION/DEMOBILIZATION	1.000	LS
641.1100	TRAFFIC CONTROL, ALL-INCLUSIVE	1.000	LS
649.2100	GEOTEXTILE UNDER RAILROAD BALLAST	75.000	SY
649.3100	GEOTEXTILE UNDER STONE FILL	25.000	SY
651.1500	TURF ESTABLISHMENT, GENERAL SEED	520.000	SY
651.1600	TURF ESTABLISHMENT, SPECIALTY SEED (WET AREA SEED)	260.000	SY
651.3500	TOPSOIL	60.000	CY
651.4012	GRUBBING MATERIAL, 12 INCH	15.000	SY
653.0100	EPSC PLAN	1.000	LS
653.0200	MONITORING EPSC PLAN	80.000	HR
653.0300	MAINTENANCE OF EPSC PLAN (N.A.B.I.)	2,500.000	DL
653.1000	HAY MULCH	1.000	TON
653.1200	STRAW MULCH	1.000	TON
653.2001	ROLLED EROSION CONTROL PRODUCT, TYPE I	26.000	SY
653.3400	STABILIZED CONSTRUCTION ENTRANCE	1.000	EACH
653.4702	SILT FENCE, TYPE II	270.000	LF
653.5000	BARRIER FENCE	520.000	LF

VERMONT AGENCY OF TRANSPORTATION
PROPOSAL SCHEDULE OF PAY ITEMS

LETTING DATE: 12/04/2026 11:00 AM

CONTRACT ID:C03303
PROJECT(S):Newbury WCRL(20)

ITEM NO.	DESCRIPTION	QUANTITY	UNITS
653.5500	PROJECT DEMARCATION FENCE	230.000	LF
662.0010	RAILROAD BALLAST	115.000	TON
662.0110001	TIMBER DECK AND BACKWALLS, RAILROAD BRIDGE	1.000	LS
662.0120	REMOVE AND REPLACE CROSS TIES	34.000	EACH
662.0250	REMOVE AND RESET JOINTED RAILROAD TRACK	136.000	LF
662.0410	RAISE, ALIGN, AND SURFACE TRACK	250.000	LF
OPTION - Abutment 1 Options - Abutment 1 Option 1			
540.1000	PRECAST CONCRETE STRUCTURE (ABUTMENT 1)	1.000	LS
OPTION - Abutment 1 Options - Abutment 1 Option 2			
543.1000	CONTRACTOR-FABRICATED PRECAST CONCRETE STRUCTURE (ABUTMENT 1)	1.000	LS
OPTION - Abutment 2 Options - Abutment 2 Option 1			
540.1000	PRECAST CONCRETE STRUCTURE (ABUTMENT 2)	1.000	LS
OPTION - Abutment 2 Options - Abutment 2 Option 2			
543.1000	CONTRACTOR-FABRICATED PRECAST CONCRETE STRUCTURE (ABUTMENT 2)	1.000	LS