

Updated 8/1/2026

FEDERAL PROJECT

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

1. Use pen and ink to complete all paper Bids.
2. As a minimum, the following must be received prior to the time of Bid opening:

For a Paper Bid:

- a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items, d) two copies of the completed and signed Contract Offer, Agreement & Award form, e) a Bid Guaranty, (if required), and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

For an Electronic Bid:

NOTE: Not all projects accept Electronic Bids. Please review the Notice to Contractors and see if it specifically states that Electronic Bids will be accepted.

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, b) an electronic Bid Guaranty (if required) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Schedule of Items (excluding non-selected alternates).
 4. Bid Guaranty acceptable forms are:
 - a) a properly completed and signed Bid Bond on the Department's prescribed form (or on a form that does not contain any significant variations from the Department's form as determined by the Department) for 5% of the Bid Amount or
 - b) an Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors or
 - c) an electronic bid bond submitted with an electronic bid.
 5. If a paper Bid is to be sent, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building located at 16 Child Street in Augusta. Other means, such as U.S. Postal Service's Express Mail has proven not to be reliable.

IN ADDITION, FOR FEDERAL AID PROJECTS:

6. Complete the DBE Proposed Utilization form, and submit with your bid. If you are submitting your bid electronically, you must FAX the form to (207) 624-3431. This is a curable defect.

If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410.

For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, March 2026 Edition.

February 5, 2026
Supersedes April 28, 2017

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled and allow for an electronic downloading of bid packages from our website, while continuing to maintain an optional plan holders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments must fill out the on-line plan holder registration form and provide an email address to the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Guy Berthiaume at guy.berthiaume@maine.gov.

NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

WIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

WIN:

Town:

Date of Bid Opening:

Name of Contractor:

This should not be much of a change for those of you who use Federal Express or similar services.

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

WIN:

Town:

Name of Contractor:

August 1, 2026

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____, of the City/Town of _____ and State of _____

as Principal, and _____ as Surety, a

Corporation duly organized under the laws of the State of _____ and having a usual place of

Business in _____ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of _____, for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of _____

_____ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this _____ day of _____ 20____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

Please use the attached “Request for Information” form when submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. RFI’s may be faxed to 207-624-3431, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to RFI-Contracts.MDOT@maine.gov.

These are the only allowable mechanisms for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

When submitting RFIs by Email please follow the same guidelines as stated on the “Request for Information” form and include the word “RFI” along with the Project name and Identification number in the subject line.

RFI No: _____

Date _____ **Time** _____

WIN(S): _____ **Town(s):** _____ **Bid Date:** _____

Question(s):_____

Company Name: _____ **Phone: ()** _____

Email: _____ **Fax:** (____) _____

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NOTICE

BIDDER'S LIST FORM

All Bidders must submit the Bidder's List Form with their bid.

The Bidder's List Form contains information required by USDOT.

The Bidder's List Form must be completed by each Prime Contractor.

A copy of the new Bidder's List Form and instructions for completing it are attached.

The DBE Directory can be found on the MaineDOT Website at: <https://www.maine.gov/mdot/civilrights/dbe/>

Questions about the Directory or this form should be sent to the Civil Rights Office at mary.bryant@maine.gov or by calling 207-624-3056.

INSTRUCTIONS FOR PREPARING THE MAINEDOT BIDDER'S LIST FORM

The Contractor shall extend equal opportunity to MaineDOT certified DBE firms (as listed in MaineDOT's DBE Directory of Certified Businesses) in the selection and utilization of subcontractors and suppliers.

Each prime contractor submitting a bid on a federally funded project must complete each section of the Bidder's List Form in its entirety for itself and each subcontractor on that project.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Section A:

1. Insert Prime Contractor Name
2. Insert WIN for the Federal Project bidding on
3. Insert Bid Date
4. Insert Project Location
5. Insert Email address of Contact Person

Section B:

- A. Enter each Contractor's and Sub-Contractor's name and address (including zip code) – Prime Contractor's name should be listed in first box of this section; then each additional line would be proposed subcontractors – DBE and NonDBE
- B. Enter each Contractor's and Sub-Contractor's annual gross receipts bracket (see the legend on the form)
- C. Enter DBE status (DBE or non-DBE) for each contractor/sub-contractor
- D. Enter each Contractor's and Sub-Contractor's NAICS (North Amer. Industry Classification System) code (may be more than one) and Scope of Work
- E. For each Contractor and Sub-Contractor enter the Race and Gender of the firm's majority owner
- F. Enter the Age of each firm for every Contractor and Sub-Contractor
- G. Enter the Proposed amount of payment (Bid amount) for each Contractor/Sub-Contractor.

Maine Department of Transportation
BIDDER’S LIST FORM

SECTION A. Bidder/Prime Contractor Information - This section must be completed by the Bidder/Prime Contractor

Prime Contractor Name: _____

Prime Contractor Email Address: _____ Bid Date: _____

Federal Project WIN: _____ Project Location: _____

SECTION B. COMMITMENT DETAILS – Prime contractor and all proposed subcontractor information is required in this section.

A. Firm name & address, including zip code. Prime must be listed first.	B. Annual gross receipt bracket Select 1 to 7*	C. Status: DBE or Non-DBE	D. NAICS Code(s) and scope of work	E. Age of each firm	F. Proposed amount

*1) Less than \$1M; 2) \$1 – \$3M; 3) \$3 - \$6M; 4) \$6 - \$10M; 5) \$10 - \$20M; 6) \$20 - \$50M; 7) Greater than \$50M – More than 5 subs use additional form.

For a complete list of certified DBE firms, please visit: <https://www.maine.gov/dot/doing-business/civil-rights/dbe>
This information is required pursuant to 49 CFR §26.11, and is used to track data in all federally funded MaineDOT contracts.

MaineDOT Use Only: ☐ FHWA ☐ FTA ☐ FAA

Received Date: _____ Verified by: _____ Rev. 06.26

DBE GOAL NOTICE
Maine Department of Transportation
Disadvantaged Business Enterprise Program

Notice is hereby given that in accordance with US DOT regulation 49 CFR Part 26, the Maine Department of Transportation (MaineDOT) has established a Disadvantaged Business Enterprise Program (DBE) for disadvantaged business participation in the federal-aid highway and bridge construction programs; MaineDOT contracts covered by the program include consulting, construction, supplies, manufacturing, and service contracts.

Beginning September 1, 2024, MaineDOT has established an annual DBE participation goal of **1.43%** to be achieved through race/gender neutral means. This goal has been approved by the Federal Highway Administration through August 31, 2027. MaineDOT must meet this goal each federal fiscal year. If the goal is not met, MaineDOT must provide a justification for not meeting the goal and provide a plan to ensure the goal is met, which may include contract goals on certain projects that contractors will be required to meet.

MaineDOT asks all contractors, consultants and subcontractors to seek certified DBE firms for projects and to work to meet the determined 1.43% goal without the need to impose contract goals. DBE firms are listed on the MaineDOT website at:

<http://www.maine.gov/mdot/disadvantaged-business-enterprises/pdf/directory.pdf>

Interested parties may view MaineDOT's DBE goal setting methodology, also posted on this website. If you have questions regarding this goal or the DBE program you may contact Sherry Tompkins at the Maine Department of Transportation, Civil Rights Office by telephone at (207) 624-3066 or by e-mail at: sherry.tompkins@maine.gov

Maine Department of Transportation Civil Rights Office

Directory of Certified Disadvantaged Business Enterprises

Listing can be found at:

<https://www.maine.gov/mdot/civilrights/dbe/>

For additional information and guidance contact:

Civil Rights Office at (207) 624-3056

It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listing.

Vendor Registration

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/venbid/index.shtml>

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for **Highway Reconstruction with Drainage Improvements** in the towns of **Frenchville & Fort Kent**" will be received from contractors at the Reception Desk, MaineDOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on **October 7, 2026**, and at that time and place, publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must have completed, or successfully complete, a **Highway Construction** or project specific prequalification to be considered for the award of this contract. We now accept electronic bids for bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. **Please note: The Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening.** Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. STP-2265(600) WIN 022656.00

Location: In Aroostook County, project is located on US Route 1, beginning 0.4 miles north of Church Ave. (Charette Hill Road) and extending northerly 4.64 miles

Outline of Work: Highway Reconstruction with Drainage Improvements and other incidental work.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Martin Rooney** at (207) 624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. Questions received after 12:00 noon of Monday (or if that Monday is a state holiday, Friday) prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Bid Documents, specifications and bid forms can be viewed and obtained digitally at no cost at <http://www.maine.gov/mdot/contractors/>. They may be purchased from the Department between the hours of 7:00 a.m. to 3:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 24 Child Street, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 7:00 a.m. to 3:30 p.m. Full size plans **\$384.00 (\$399.00 by mail)**. Half size plans **\$192.00 (\$198.00 by mail)**, Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

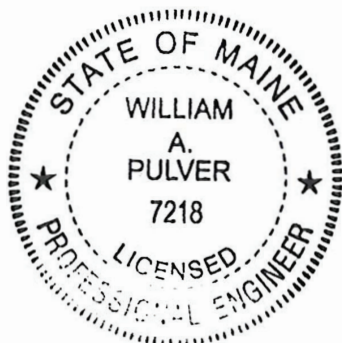
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of 5% of the bid amount, payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by *State of Maine, Department of Transportation, Standard Specifications, March 2026 Edition*, price \$10 [\$15 by mail], and *Standard Details, March 2026 Edition*, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 7:00 a.m. to 3:30 p.m. *Standard Detail* updates can be found at <https://www.maine.gov/dot/doing-business/bid-opportunities/standards>

The right is hereby reserved to the MaineDOT to reject any or all bids.

Augusta, Maine
September 16, 2026



A handwritten signature in blue ink, appearing to read "W. A. Pulver", written over a horizontal line.

WILLIAM A. PULVER P. E.
CHIEF ENGINEER

NOTICE

All bids for Federal Projects **shall** be accompanied by the DBE Proposed Utilization form. If you are submitting an electronic bid, the DBE Utilization Form may be faxed to 207-624-3431. Failure to submit the form with the bid will be considered a curable defect.

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/> . It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

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Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 022656.00

Project(s): 022656.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	201.11 CLEARING	6.000 AC	_____	_____	_____	_____
0020	201.23 REMOVING SINGLE TREE TOP ONLY	15.000 EA	_____	_____	_____	_____
0030	201.24 REMOVING STUMP	15.000 EA	_____	_____	_____	_____
0040	203.20 COMMON EXCAVATION	121,500.000 CY	_____	_____	_____	_____
0050	203.21 ROCK EXCAVATION	750.000 CY	_____	_____	_____	_____
0060	203.25 GRANULAR BORROW	100.000 CY	_____	_____	_____	_____
0070	206.061 STRUCTURAL EARTH EXCAVATION - DRAINAGE AND MINOR STRUCTURES, BELOW GRADE	200.000 CY	_____	_____	_____	_____
0080	206.07 STRUCTURAL ROCK EXCAVATION - DRAINAGE AND MINOR STRUCTURES	50.000 CY	_____	_____	_____	_____
0090	304.16 AGGREGATE BASE COURSE - TYPE C	83,700.000 CY	_____	_____	_____	_____
0100	403.2081 12.5 MM POLYMER MODIFIED HOT MIX ASPHALT	7,200.000 T	_____	_____	_____	_____
0110	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	450.000 T	_____	_____	_____	_____
0120	403.2131 12.5 MM POLYMER MODIFIED HMA BASE	16,800.000 T	_____	_____	_____	_____

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Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 022656.00

Project(s): 022656.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	409.15 BITUMINOUS TACK COAT - APPLIED	5,800.000 G				
0140	511.07 COFFERDAM: CULVERT STA. 678+00 - DOWNSTREAM	LUMP SUM	LUMP	SUM		
0150	511.07 COFFERDAM: CULVERT STA. 678+00 - UPSTREAM	LUMP SUM	LUMP	SUM		
0160	511.07 COFFERDAM: SLOPE STABILIZATION	LUMP SUM	LUMP	SUM		
0170	603.159 12 INCH CULVERT PIPE OPTION III	50.000 LF				
0180	603.16 15 INCH CULVERT PIPE OPTION I	635.000 LF				
0190	603.169 15 INCH CULVERT PIPE OPTION III	110.000 LF				
0200	603.17 18 INCH CULVERT PIPE OPTION I	75.000 LF				
0210	603.179 18 INCH CULVERT PIPE OPTION III	590.000 LF				
0220	603.199 24 INCH CULVERT PIPE OPTION III	850.000 LF				
0230	603.209 30 INCH CULVERT PIPE OPTION III	260.000 LF				
0240	603.219 36 INCH CULVERT PIPE OPTION III	130.000 LF				
0250	603.229 42 INCH CULVERT PIPE OPTION III	90.000 LF				

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Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 022656.00

Project(s): 022656.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0260	603.279 72 INCH CULVERT PIPE OPTION III	90.000 LF				
0270	604.092 CATCH BASIN TYPE B1-C	24.000 EA				
0280	604.096 60 INCH CATCH BASIN TYPE B1-C	1.000 EA				
0290	604.097 72 INCH CATCH BASIN TYPE B1-C	1.000 EA				
0300	605.09 6 INCH UNDERDRAIN TYPE B	5,650.000 LF				
0310	605.10 6 INCH UNDERDRAIN OUTLET	160.000 LF				
0320	605.11 12 INCH UNDERDRAIN TYPE C	965.000 LF				
0330	605.12 15 INCH UNDERDRAIN TYPE C	455.000 LF				
0340	605.13 18 INCH UNDERDRAIN TYPE C	220.000 LF				
0350	605.15 24 INCH UNDERDRAIN TYPE C	180.000 LF				
0360	606.1301 31" W-BM GR, MID-WAY SPLICE-SGL FACED	8,800.000 LF				
0370	606.1303 31" W-BM GR, MID-WAY SPLICE-15' RAD AND LESS	250.000 LF				

Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 022656.00

Project(s): 022656.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0380	606.1304 31" W-BM GR, MID-WAY SPLICE-OVER 15' RAD	27.000 LF	_____	_____	_____	_____
0390	606.1305 31" W-BM GR, MID-WAY SPLICE FLARED TERMINAL	8.000 EA	_____	_____	_____	_____
0400	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	10.000 EA	_____	_____	_____	_____
0410	606.3511 SNOW POLE	18.000 EA	_____	_____	_____	_____
0420	606.356 UNDERDRAIN DELINEATOR POST	10.000 EA	_____	_____	_____	_____
0430	609.31 CURB TYPE 3	3,800.000 LF	_____	_____	_____	_____
0440	610.08 PLAIN RIPRAP	10,780.000 CY	_____	_____	_____	_____
0450	610.16 HEAVY RIPRAP	1,700.000 CY	_____	_____	_____	_____
0460	613.319 EROSION CONTROL BLANKET	6,200.000 SY	_____	_____	_____	_____
0470	615.07 LOAM	2,500.000 CY	_____	_____	_____	_____
0480	615.10 DIRTY BORROW	5,000.000 CY	_____	_____	_____	_____
0490	618.13 SEEDING METHOD NUMBER 1	200.000 UN	_____	_____	_____	_____

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Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 022656.00

Project(s): 022656.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0500	618.14 SEEDING METHOD NUMBER 2	800.000 UN				
0510	619.12 MULCH	1,000.000 UN				
0520	620.58 EROSION CONTROL GEOTEXTILE	36,340.000 SY				
0530	620.591 EROSION CONTROL GEOTEXTILE - RIPRAP SLOPES	1,810.000 SY				
0540	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	74,000.000 LF				
0550	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	148,000.000 LF				
0560	629.05 HAND LABOR, STRAIGHT TIME	120.000 HR				
0570	631.10 AIR COMPRESSOR (INCLUDING OPERATOR)	10.000 HR				
0580	631.11 AIR TOOL (INCLUDING OPERATOR)	10.000 HR				
0590	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	100.000 HR				
0600	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	150.000 HR				

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Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 022656.00

Project(s): 022656.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0610	631.20 STUMP CHIPPER (INCLUDING OPERATOR)	5.000 HR	_____	_____	_____	_____
0620	631.22 FRONT END LOADER (INCLUDING OPERATOR)	20.000 HR	_____	_____	_____	_____
0630	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	5.000 HR	_____	_____	_____	_____
0640	639.18 FIELD OFFICE TYPE A	1.000 EA	_____	_____	_____	_____
0650	652.33 DRUM	150.000 EA	_____	_____	_____	_____
0660	652.34 CONE	150.000 EA	_____	_____	_____	_____
0670	652.35 CONSTRUCTION SIGNS	500.000 SF	_____	_____	_____	_____
0680	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	480.000 CD	_____	_____	_____	_____
0690	652.38 FLAGGER	15,100.000 HR	_____	_____	_____	_____
0700	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	4.000 EA	_____	_____	_____	_____
0710	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP SUM		_____	_____
0720	659.10 MOBILIZATION	LUMP SUM	LUMP SUM		_____	_____

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Proposal Schedule of Items

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Proposal ID: 022656.00

Project(s): 022656.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0730	660.21 ON-THE-JOB TRAINING (BID)	1,000.000 HR	_____	_____	_____	_____
0740	672.10 PRECAST CONCRETE BLOCK GRAVITY WALL	980.000 SF	_____	_____	_____	_____
Section: 1			Total:		_____	_____
			Total Bid:		_____	_____

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN **022656.00** for **Highway Reconstruction and Drainage Improvements** in the towns of **Frenchville & Fort Kent**, County of **Aroostook**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work; performing construction quality control including inspection, testing and documentation; providing all required documentation at the conclusion of the project; warranting its work; and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract. Payment shall be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **October 31, 2028**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2026 Edition* and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2026 Edition, Standard Details March 2026 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2026 Edition*, *Standard Details March 2026 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 022656.00 for Highway Reconstruction and Drainage Improvements in the towns of Frenchville & Fort Kent, State of Maine**, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items.”

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2026 Edition*, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2026 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan with their bid.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Dale F. Doughty, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN **022656.00** for **Highway Reconstruction and Drainage Improvements** in the towns of **Frenchville & Fort Kent**, County of **Aroostook**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work; performing construction quality control including inspection, testing and documentation; providing all required documentation at the conclusion of the project; warranting its work; and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract. Payment shall be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **October 31, 2028**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2026 Edition* and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2026 Edition, Standard Details March 2026 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2026 Edition*, *Standard Details March 2026 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 022656.00 for Highway Reconstruction and Drainage Improvements in the towns of Frenchville & Fort Kent, State of Maine**, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items.”

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2026 Edition*, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2026 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan with their bid.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

_____	_____
Date	(Signature of Legally Authorized Representative of the Contractor)
_____	_____
Witness	(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	By: Dale F. Doughty, Commissioner

Witness	

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

(Name of the firm bidding the job)

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)**

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN No.0112345.00, for the **Hot Mix Asphalt Overlay** in the town/city of **South Nowhere**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 15, 2006**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2026 Edition* and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)
\$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2026 Edition, Standard Details March 2026 Edition*, Supplemental Specifications, Special Provisions, Contract Agreement, and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the *Standard Specifications March 2026 Edition* (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications, March 2026 Edition, Standard Details March 2026 Edition*, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

WIN 012345.00 South Nowhere, Hot Mix Asphalt Overlay,

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items.”

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2026 Edition*, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2026 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan with their bid.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

Date

(Witness Sign Here)
Witness

CONTRACTOR
(Sign Here)
(Signature of Legally Authorized Representative
of the Contractor)

(Print Name Here)
(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Dale F. Doughty, Commissioner

(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ in the State of _____, as principal,
and _____,
a corporation duly organized under the laws of the State of _____ and having a
usual place of business _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum
of _____ and 00/100 Dollars (\$ _____),
to be paid said Treasurer of the State of Maine or his successors in office, for which
payment well and truly to be made, Principal and Surety bind themselves, their heirs,
executors and administrators, successors and assigns, jointly and severally by these
presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of _____
promptly and faithfully performs the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State
of Maine.

Signed and sealed this _____ day of _____, 20.... .

WITNESSES:

Signature.....
Print Name Legibly

Signature
Print Name Legibly

SURETY ADDRESS:

.....
.....
.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....
Print Name Legibly

SURETY:

.....
Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS
.....
.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **in the State of** _____, as principal,
and.....
a corporation duly organized under the laws of the State of and having a
usual place of business in
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use
and benefit of claimants as herein below defined, in the sum of
_____ **and 00/100 Dollars (\$** _____ **)**
for the payment whereof Principal and Surety bind themselves, their heirs, executors and
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly satisfies all claims and demands incurred for all
labor and material, used or required by him in connection with the work contemplated by
said Contract, and fully reimburses the obligee for all outlay and expense which the
obligee may incur in making good any default of said Principal, then this obligation shall
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a
Subcontractor of the Principal for labor, material or both, used or reasonably required for
use in the performance of the contract.

Signed and sealed this day of, 20

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS

.....

.....

TELEPHONE

.....

"General Decision Number: ME20260034 05/18/2026

State: Maine

Construction Types: Highway

Counties: Maine Counties of
Aroostook

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

ENGI0004-005 04/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: GRADER/BLADE, MILLING MACHINE, PAVER (ASPHALT, AGGREGATE, AND CONCRETE), ROLLER ASPHALT.....	\$ 30.17	13.80

SUME2014-029 06/23/2017

	Rates	Fringes
TRUCK DRIVER: TACKTRUCK.....	\$ 18.82	8.29
TRUCK DRIVER: DUMP TRUCK.....	\$ 14.40	7.04
TRAFFIC CONTROL: LABORER-CONES/ BARRICADES/BARRELS - SETTER/MOVER/SWEEPER.....	\$ 17.48	5.37
TRAFFIC CONTROL: FLAGGER.....	\$ 9.00	0.00
OPERATOR: ROLLER (EARTH).....	\$ 15.55	5.83
OPERATOR: SCREED.....	\$ 18.82	4.75
OPERATOR: MECHANIC.....	\$ 22.30	8.71
OPERATOR: LOADER.....	\$ 16.21	3.23
OPERATOR: BULLDOZER.....	\$ 16.58	2.89
OPERATOR: BROOM/SWEEPER.....	\$ 16.52	6.38
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....	\$ 20.36	5.06
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....	\$ 17.63	2.28
LABORER: WHEELMAN.....	\$ 15.40	3.01
LABORER: COMMON OR GENERAL.....	\$ 13.23	1.22
LABORER: ASPHALT, INCLUDES RAKER, SHOVELER, SPREADER AND DISTRIBUTOR.....	\$ 14.32	3.17

IRONWORKER, REINFORCING.....	\$ 16.27	0.00
HIGHWAY/PARKING LOT STRIPING: LABORER.....	\$ 14.29	1.89
CARPENTER, INCLUDES FORM WORK.....	\$ 18.34	2.84

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

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

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

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 “

SPECIAL PROVISION
SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES
(Electronic Payroll Submission)
(Payment Tracking)

104.3.8.1 Electronic Payroll Submission The prime contractor and all subcontractors and lower-tier subcontractors will submit their certified payrolls electronically on this contract utilizing the Elation System web based reporting. There is no charge to the contracting community for the use of this service. The submission of paper payrolls will not be allowed or accepted. Additional information can be found at <http://www.maine.gov/mdot/contractors/> under the first “Notice”.

104.3.8.2 Payment Tracking The prime contractor and all subcontractors and lower-tier subcontractors will track and confirm the delivery and receipt of all payments through the Elation System

SPECIAL PROVISIONS
SECTION 104
Utilities

UTILITY COORDINATION

The contractor has primary responsibility for coordinating their work with utilities after the contract award. The contractor shall communicate directly with the utilities regarding any utility work necessary to maintain the contractor's schedule and prevent project construction delays. The contractor shall notify the resident of any issues.

THE CONTRACTOR SHALL PLAN AND CONDUCT WORK ACCORDINGLY.

MEETING

A pre-utility meeting, as defined in Subsection 104.4.6 of the Standard Specifications **is** required.

GENERAL INFORMATION

This Special Provisions outline the arrangements that have been made by the Department for utility and railroad involvement to be undertaken in conjunction with this project. The following table identifies all known utilities having facilities presently located within the limits of this project or intending to install facilities during project construction.

Utilities have been notified and shall be furnished with a project booklet and a plan set electronically.

Utility Overview & Contact Information					
Utility	Aerial	Subsurface	Railroad	Contact Person	Contact Phone
Fidium	X			David Paradis Travis Roberts	956-1788 944-2361
Versant Power	X			Representatives TBD	TBD
Spectrum-Charter Communications	X			Patrick Hardgrove	478-7711
FirstLight	X			Jarrod Smith	603-396-1100
Town of Frenchville sewer		X		Eric Blanchette	316-9909
Maine Northern Railways (operator)			X	Todd Collier	694-3876

Temporary utility adjustments **are not** anticipated as part of this project. If any unexpected utility relocations become necessary, they shall be scheduled in compliance with Section 104 of the Standard Specifications and shall be performed by the appropriate utility company in conjunction with the work by the Contractor. All work shall be done at the Contractor's request and expense, with no additional cost or schedule impacts to the Department.

Any adjustments shall be made by the respective utility unless otherwise specified herein.

All clearing and tree removal in areas where utilities are involved must be completed before the utilities are able to relocate their facilities.

Utility working days are Monday through Friday. Times are estimated on the basis of a single crew for each utility. Any times and dates mentioned are **estimates only** and dependent upon favorable weather, working conditions, and freedom from emergencies.

The contractor shall notify all utility companies **ten (10) working days** prior to beginning any work on this project.

*** Specific information regarding the line voltage can be obtained from Versant Power***

AERIAL

Aerial utility adjustments **are** anticipated as part of this project. If any unexpected utility relocations become necessary, they shall be scheduled in compliance with Section 104 of the Standard Specifications and shall be done by the utilities in conjunction with the work by the Contractor.

Attention needs to be given to the existing aerial utilities service lines crossing the highway corridor. Each of the existing service lines provides a source of power and/or communication to the surrounding properties.

The contractor shall coordinate with the utility representative for horizontal alignment/offset of the new pole set locations along the corridor. The contractor and the utility representative shall document changes to the new pole set locations from the below pole list and discuss the changes with the MaineDOT resident prior to proceeding with the new pole set installations.

The contractor is responsible for providing acceptable access to the new pole set locations along the corridor. The contractor shall perform the necessary cut/fill work (plus/minus 2 feet) and provide a schedule for sequencing the installation for the new pole sets along the corridor. This schedule/sequencing information needs to be provided prior to the pre-utility meeting.

Summary:

Utility	Summary of Work				Estimated Working Days
	Pole Set	New Wires/ Cables	Trans. Wires/ Cables	Remove Poles	
Fidium		X	X		15
Versant Power	X	X		X	45
Spectrum-Charter Communications		X	X		10
FirstLight		X	X		10
Total:					80

Utility Specific Information:

Fidium:

Fidium has a maximum of two (2) aerial communication lines existing along the corridor. These aerial communication lines shall be transferred to new pole sets, including side streets as applicable. Fidium shall coordinate with the property owners their service connections. Fidium shall require **ten (10) working days** notification to schedule their involvement. See the above table for Fidium estimated workdays.

Versant Power:

Versant Power has aerial three-phase power lines (4 total) existing along the project corridor. These aerial power lines shall be transferred to new pole sets, including side streets as applicable. Versant shall be performing the installation for the new pole sets (91 total) and removing the existing pole sets (+/-93 total). The contractor is responsible for coordinating the locations of the new pole sets with the Versant representative. All new poles shall range in height from 45-foot to 50-foot. See the pole list table below for specific stationing and offset locations of the new pole sets. Versant shall require **ten (10) working days** notification to schedule their involvement. See the above table for Versant estimated working days.

Spectrum-Charter Communications:

Spectrum-Charter Communications has one aerial communication line existing along the project corridor. This aerial communication line shall be transferred to new pole sets, including side streets as applicable. Spectrum shall coordinate with the property owners their service connections. Spectrum shall require **ten (10) working days** notification to schedule their involvement. See the above table for Spectrum estimated workdays.

FirstLight:

FirstLight has one aerial communication line existing along the project corridor. This aerial communication line shall be transferred to new pole sets, including side streets as applicable. FirstLight shall coordinate with the property owners their service connections. FirstLight shall require **ten (10) working days** notification to schedule their involvement. See the above table for FirstLight estimated workdays.

NOTE: ALL EXISTING/NEW OFFSET MEASUREMENTS, ON THE BELOW LIST, ARE TO THE FACE OF POLES (EXISTING/NEW) FROM PLAN CENTERLINE ALIGNMENT.

Pole List:

	Existing Pole Description	Existing Pole Centerline Station	Left/ Right	Existing Offset from Centerline (ft)	New Pole Centerline Station	Left/ Right	New Offset from Centerline (ft)	Cut/ Fill (ft) +/-	Comments
Pole List Starts									
1	57248/255	595+90	X	26.8				----	ok
2	57242/256	597+93	X	28.3				----	ok
Project start (station 599+00)									
3	57241/257	599+21	X	27.8				+1.0	ok
4	57240/258	601+72	X	28.9				0	ok
5	57239/259	603+79	X	29.8				0	ok
Pole List Continues Next Page									

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6	57236/260	605+92	X		31.1	605+91	X		32	-2.0	new pole #1
7	57237	605+98		X	25.7					0	ok
8	57235/261	608+24	X		29.6	608+20	X		33	-1.0	new pole #2
9	57234/262	610+54	X		35.1	610+52	X		37	0	new pole #3
10	57233/262X	611+67		X	22.4	611+50		X	33	+1.5	new pole #4
11	57231/263	612+86	X		31.9					0	ok
12	57232/263S	612+87		X	25.3					0	ok
13	57229	615+16	X		30.3	615+14	X		32	-3.0	new pole #5
14	57230	615+14		X	23.9					+1.5	ok
15	57228/265	617+45	X		26.3	617+35	X		32	-5.0	new pole #6
16	57227/266	619+84	X		32.5					0	ok
17	57226/267	622+25	X		31.6	622+24	X		37	-4.0	new pole #7
18	57225/268	624+64	X		26.8	624+64	X		30	-3.0	new pole #8
19	57224/269	627+05	X		27	627+02	X		27	+1.0	new pole #9
20	57222/270	629+46	X		27.2					0	ok
21	63304/270	630+18		X	35.4					0	ok
22	57219/271	632+09	X		24.2					0	ok
23	57220/271X	633+24		X	27.2	633+26		X	30	-1.0	new pole #10
24	57218/272	634+39	X		22.1	634+35	X		25	0	new pole #11
25	57217/273	636+71	X		19.5	636+67	X		25	0	new pole #12
26	57216/274X	638+23		X	31.6					0	ok
27	57215/274	639+02	X		16.1	639+00	X		25	-4.0	new pole #13
28	57233/275	641+33	X		19.2	641+35	X		25	-8.0	new pole #14
29	62367/275X	641+89		X	31.7					0	ok
30	57212/276	643+63	X		15.4	643+65	X		25	+1.5	new pole #15
31	57211/277	645+97	X		20.5	646+00	X		25	-1.5	new pole #16
32	57210/278	648+31	X		24.7	648+28	X		26	-5.0	new pole #17
33	57209/279	650+6+3	X		25.2	650+66	X		32	-11.0	new pole #18
34	57208/280	652+79		X	25.8					-1.0	ok
MaineDOT Rail Crossing ##904781 – Frenchville (station 652+35)											
35	57207	653+86	X		50.3					0	ok
36	57205/281	655+03		X	24.6					-1.0	ok
37	57204/282	657+29		X	26.6					0	ok
38	57203/283	659+79		X	28.6					0	ok
39	57201/284	662+26		X	30.7					0	ok
40	62398/285	664+52		X	23.5					-1.0	ok
41	57200/285S	664+56	X		43					0	ok
42	62242/286	666+10		X	24.2	666+08		X	25	-2.0	new pole #19
43	62291/287	667+53	X		22.4	667+55	X		25	-1.0	new pole #20
44	46124/288	669+06	X		21.6	669+10	X		25	+1.0	new pole #21
45	46123/289	670+80	X		22.4	670+82	X		25	0	new pole #22
46	62223/290	672+84	X		24	672+87	X		28	0	new pole #23
47	62300/291	674+92	X		25.6	674+95	X		32	-0.5	new pole #24
48	46119/292	676+98	X		24.6	677+01	X		32	-0.5	new pole #25
49	62222/275	679+21		X	25.6					0	ok
50	62221/274	681+47		X	23.7	681+50		X	32	-2.0	new pole #26
51	62228/273	683+73		X	23.1	683+70		X	32	-0.5	new pole #27
52	62280/272	686+01		X	24.8	686+04		X	32	-1.0	new pole #28
53	62189/271	688+28		X	26.9	688+32		X	32	0	new pole #29
54	46110/287	690+47	X		26.1					0	ok
55	62220/270	690+59		X	28.5	690+63		X	30	0	new pole #30
56	62574/269	692+84		X	27.4					0	ok
57	62350/268	695+10		X	26.7					0	ok
Pole List Continues Next Page											

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58	295193/267	697+33		X	25.9				-1.0	ok
59	description TBD					697+33	X	30	+1.0	new pole #31
60	62573/266	699+59		X	27.6				0	ok/buried service
61	62572/265	701+63		X	25				+1.0	ok
62	62571/264	703+94		X	26.2				+1.0	ok
63	62570/263	706+29		X	24.2	706+32	X	25	-0.5	new pole #32
64	46095/276	708+32	X		21.2	708+28	X	30	0	new pole #33
65	62566/262	708+48		X	24.4	708+50	X	25	+0.5	new pole #34
66	62567/261	710+75		X	25.4				0	ok
67	62568/260	713+02		X	21.1	713+02	X	25	+2.0	new pole #35
68	62569/259	715+28		X	23.2	715+30	X	25	+1.0	new pole #36
69	62219/238	717+53		X	25.5				0	ok
70	62399/257	719+81		X	25.4				0	ok
71	62400/256	722+08		X	24.2	722+05	X	25	0	new pole #37
72	62295/255	724+38		X	25.6	724+41	X	32	-2.5	new pole #38
73	62357/254	726+39		X	25.2	726+42	X	32	+1.0	new pole #39
74	62575/253	728+63		X	25.3	728+66	X	32	+1.0	new pole #40
75	62576/252	730+87		X	25.6	730+90	X	32	-0.5	new pole #41
76	62577/251	733+08		X	26.2	733+10	X	32	-1.0	new pole #42
77	62578/250	735+32		X	25.6				0	ok
78	62579/249	737+59		X	24.9	737+62	X	32	0	new pole #43
79	62580/248	739+70		X	27.2	739+67	X	32	-2.5	new pole #44
80	46068/254	739+72	X		35.3	739+69	X	36	-6.0	new pole #45
81	62244/247	741+99		X	24.9				-0.5	ok
82	description TBD					741+99	X	21	+2.5	new pole #46
Rossignol Bridge #2726 – Daigle Brook Frenchville (station 742+50)										
83	295195/246	744+32		X	26	744+30	X	32	-3.0	new pole #47
84	67755	744+39	X		32.7	744+30	X	42	-7.5	new pole #48
85	62233/245	746+10		X	24.9	746+30	X	25	-2.0	new pole #49
86	120341	746+08	X		23.3	746+30	X	32	-9.5	new pole #50
87	31522/244	748+10		X	23.1	748+12	X	25	-1.0	new pole #51
88	291249/243	749+59	X		25.4	749+62	X	32	-4.5	new pole #52
89	46060/242	751+60	X		24.9	751+63	X	30	-2.0	new pole #53
90	241	754+15	X		31.6				0	ok
91	description TBD					754+15	X	27	0	new pole #54
92	46056/240	757+02	X		25.8				0	ok
93	46055/239	759+55		X	25.7				0	ok
94	46054/238	761+93		X	24.8	761+90	X	25	-1.5	new pole #55
95	46053/237	764+40		X	24.3	764+37	X	25	-1.0	new pole #56
96	46052/236	766+73		X	22.7	766+70	X	25	-1.5	new pole #57
MaineDOT Rail Crossing #904773 – Fort Kent (station 767+90)										
97	46050/235	767+88	X		23.8				0	remove pole
98	description TBD					768+70	X	32	0	new pole #58
99	46048/234	769+88	X		34.2	770+30	X	32	-5.5	new pole #59
100	62217/232	771+87	X		27.8				0	ok
101	62188/231	773+87	X		24.7	773+90	X	27	0	new pole #560
102	62294/230	775+89	X		25.9				+1.0	ok/exist. push-brace
103	62296/229	777+89	X		32.7				0	ok/new push-brace
104	46041/P321	779+45	X		40.7				0	ok/new push-brace
105	70356/227	781+43	X		40				0	ok/new push-brace
106	70236/P123	783+35	X		26	783+40	X	32	-0.5	new pole #61
107	70237/226S	783+36		X	22.9				-1.0	ok
108	70235/226	785+25	X		32.2	785+45	X	32	-6.5	new pole #62
Pole List Continues Next Page										

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109	description TBD				785+45		X	25	-1.5	new pole #63
110	70234/225	787+76	X		26.5				0	ok
111	70589/225S	787+75		X	21.5	787+76	X	25	0	new pole #64
112	70808/224	789+19	X		26.2	789+36	X	32	-4.0	new pole #65
113	70807/223	791+08	X		26	791+10	X	32	-0.5	new pole #66
114	70806/222	793+00	X		26.2	793+10	X	32	-1.0	new pole #67
115	70805/221	795+19	X		27.4	795+25	X	32	-4.0	new pole #68
116	70571/220	797+44	X		28.9	797+45	X	32	-1.0	new pole #69
117	70814/219	799+60	X		32.5	799+65	X	32	-2.5	new pole #70
118	description TBD					799+65	X	25	0	new pole #71
119	70813/218	801+81	X		29.9	801+85	X	32	-3.0	new pole #72
120	70568/217	803+99	X		29.3	803+95	X	32	-1.0	new pole #73
121	70812/216	806+20	X		28.9	806+15	X	32	-0.5	new pole #74
122	70567/215	808+40	X		27.7	808+35	X	32	0	new pole #75
123	70811/214	810+59	X		28.2	810+55	X	32	-2.0	new pole #76
124	70566/213	812+80	X		28.3	812+75	X	32	-1.5	new pole #77
125	70810/212	814+95	X		25.4	815+00	X	32	0	new pole #78
126	70809/211	817+09	X		27.7	817+05	X	32	-3.0	new pole #79
127	70629/2/210	819+29	X		25.7	819+30	X	32	0	new pole #80
128	70596	819+29		X	28.5				0	ok
129	46015/203	820+65	X		28.6				0	remove pole
130	70549/209	820+69	X		27.7	820+70	X	32	0	new pole #81
131	70597/208	821+58	X		29.6	822+22	X	32	-2.0	new pole #82
132	70598/207	823+74	X		25.8	823+74	X	32	0	new pole #83
133	70648/207S	823+76		X	28.2				-0.5	ok
134	70628/206	825+91	X		25.8	825+92	X	32	0	new pole #84
135	70527/206S	825+93		X	38.9				+0.5	ok
136	70627/205	828+15	X		26.9	828+30	X	32	+1.5	new pole #85
137	description TBD					828+30	X	25	0	new pole #86
138	70625/204	830+17	X		24.7	830+17	X	32	0	new pole #87
139	70530/204S	830+19		X	24.4				-0.5	ok
140	70624/203	832+45	X		27.7	832+45	X	32	-0.5	new pole #88
141	70533	832+45		X	21+/-				0	ok
142	70531/202	834+63	X		26	834+63	X	32	0	new pole #89
143	70534/202S	834+63		X	21.9				0	ok
144	70576/201	836+83	X		27.9	836+85	X	32	-0.5	new pole #90
145	70614/200	839+01	X		30.3	839+05	X	32	+2.5	new pole #91
146	70613/199	841+26	X		31.6				-0.5	ok
147	45997/189-198	843+44	X		32.9				-0.5	ok
project end (station 845+50)										
148	45996/188	845+22	X		34.5				-----	ok
149	45995/187	846+67	X		35				-----	ok
150	70577/186	848+80	X		32.1				-----	ok
Pole List Ends										

SUBSURFACE

Subsurface utility adjustments **are possible** as part of this project. If any unexpected utility relocations become necessary, they shall be scheduled in compliance with Section 104 of the Standard Specifications and shall be done by the utilities in conjunction with the work by the Contractor.

Town of Frenchville_sewer department:

The town of Frenchville owns/operates the subsurface sewer facilities existing along the first few hundred feet of the project. The contractor is responsible for confirming with the town representative the existing facility locations, prior to performing excavation activities. There is one existing sewer rim/frame that could need to be raised. The town shall be responsible for adjusting this manhole rim/frame to the new finished grade unless other arrangements are made by the town. The town shall require **ten (10) working days** prior notice to schedule their involvement.

RAILROAD

Starting in the 2026 construction season, the contractor shall be responsible for coordinating/signing an MaineDOT document entitled “project railroad document receipt & sign-off form”. This document is specific to allowing work activities (including equipment) within a railroad right-of-way when track protection personnel (flagger) are required. No work activities shall occur within a railroad right-of-way until this document is approved/signed by the MaineDOT resident. This document is enclosed within this project booklet after this “utility 104 special provisions”.

Maine Northern Railways (MNR):

Maine Northern Railways is the operator along the Madawaska Sub railroad there through Frenchville and Fort Kent. MNR needs to be notified **thirty (30) working days** prior to working within 50’ of this railroad location. This notification is to ensure that acceptable communication is occurring when working within the limits of the railroad right-of-way, and to allow for proper scheduling of track protection personnel (flagger). This railroad has active trains at intermediate times throughout the week.

At intermediate locations along this Madawaska Sub railroad, the existing railroad right-of-way is impacting the work activities associated with installing slope protection armor material and extending highway culverts. MNR has agreed to partner with MaineDOT to provide track protection personnel (flagger). In addition to contacting the MNR, the contractor is required to develop a written log and quantify the days and hours the track protection representative is present.

Now along the highway corridor, the rail crossing #904781 (station 652+50) located in Frenchville, and the rail crossing #904773 (station 768+00) located in Fort Kent are both being skipped-over for approximately 100’ length along the centerline. The plan sheets do show work activities occurring, at both rail crossings, within the railroad right-of-way but terminating approximately 50’ from each set of specific tracks. The intent, at each of these rail crossings, shall be to match-in the new gravel/pavement to the existing gravel/pavement at locations specified on the plan sheets.

The contractor shall be responsible for requirements as stated in the special provision entitled “Protection of Railroad Traffic and Structures (PRTS)” dated 03/06/26. This document is enclosed within this project booklet after this “utility 104 special provisions”.

Summary:

Railroad	Summary of Work	Estimated Working Days
Maine Northern Railways	straight-time track protection personal	79

MaineDOT Railroad:

MaineDOT Railroad is the owner of the Madawaska Sub railroad there through Frenchville and Fort Kent. The contractor is responsible for coordinating all notifications and track protection personnel through the Maine Northern Railways representative. See the above table for contact information.

MAINTAINING UTILITY LOCATION MARKINGS

The Contractor shall be responsible for maintaining the buried utility location markings following the initial application by the appropriate utility or their designated representative.

UTILITY SIGNING

Any utility working within the construction limits of this project shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed, lighted, and traffic flaggers employed as determined by field conditions. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration.

APPENDIX E**PROTECTION OF RAILROAD TRAFFIC AND STRUCTURES
SPECIAL PROVISIONS****1. GENERAL REQUIREMENTS**

Part of the work required by the Contract will be performed within a railroad right of way and/or adjacent to the tracks, telephone, telegraph, signal and electric supply lines of a railroad or railroads. The Contractor agrees to perform all such work in compliance with all of the terms of this Special Provision and all safety rules, regulations, or standards applicable to the Railroad. The Contractor shall be fully responsible for all damages arising from his failure to comply with the requirements of this Special Provision. The Contractor shall be deemed to have included all costs in the unit prices of the Schedule of Prices and the Proposal.

2. AMOUNT OF RAILROAD WORK

The estimated amount of work to be done within zero feet of the track for the Madawaska Subdivision is less-than 10% of the contract.

3. NUMBER OF TRAINS AND TRAIN SPEED

The Contractor is notified that a maximum speed of 25 mph will be considered as prevailing for the operation of trains along this section of railroad and that the approximate number of trains per day is two (2) per week (specific to Friday through Sunday).

4. PRIORITY OF RAILROAD OPERATIONS

The train movements of the Railroad, and its lessees, and licensee shall have absolute priority over the performance of the Construction Project within the railroad right of way. The Contractor hereby agrees that the hours and times of work within the Railroad right of way must be coordinated through the Railroad and that such hours and times are subject to change without prior notice to the Contractor, unless other prior arrangements have been made through the Railroad.

5. AUTHORITY OF RAILROAD TO STOP WORK

If the Contractor fails to comply with the safety terms of this Special Provision, or if the Chief Engineer of the Railroad determines that the Contractor is using unsafe practices that threaten the safety of rail traffic, rail workers, or the general public, the Railroad shall have the right to immediately order the Contractor to cease work and vacate the Railroad's property. The Railroad agrees to confirm any cessation of work in writing by delivering to the Department's Construction Manager a completed Stop Work Order form attached as Exhibit A within 24 hours of giving any such order.

6. ENTRY UPON RAILROAD PROPERTY

The Railroad hereby agrees to permit the Contractor, together with their subcontractors, suppliers, consultants and engineers (the "Contractor"), to enter upon the Railroad property for the purpose of performing the Construction Project, PROVIDED THAT the Contractor complies with all of the terms of this Special Provision and all safety requirements and directions of the Chief Engineer of the Railroad, or his authorized representative (the "Railroad's Chief Engineer").

7. NOTICE REQUIRED BEFORE ENTRY

The Contractor shall give written notice to the Railroad's Chief Engineer at least sixty (60) calendar days in advance of the time it proposes to do work within the limits of the Railroad right-of-way or perform operations that may create a Hazard as specified by this Special Provision. The Contractor shall give such notice regardless of whether the work may also be within the limits of a public highway.

8. HAZARDS

The Contractor shall assess to its own satisfaction hazards which may be caused by its operations. At a minimum, the Contractor agrees that the following shall constitute Hazards.

An operating track shall be considered fouled and subject to hazard when any object is brought nearer than twenty-five (25) feet to the gauge line of the near rail of the track.

A signal line or communication line shall be considered fouled and subject to hazard when any object is brought nearer than fifteen (15) feet to any wire or cable.

An electric supply line shall be considered fouled and subject to hazard when any object is brought nearer than fifteen (15) feet to any wire of the line.

Cranes, trucks, power shovels or any other equipment shall be considered as fouling and subjecting to hazard a track, signal line, communication or electric supply line when working in such position that failure of equipment, with or without load, could foul the track, signal line, communication or electric supply line.

Railroad operation will be considered subject to hazard when explosives are used in the vicinity of railroad premises, or during the driving or pulling of sheeting for any footing adjacent to a track, or when erecting structural steel adjacent to a track, or when performing work under, across or adjacent to a track, or when operations involve swinging booms or chutes that could in any way come nearer than twenty (20) feet to the gauge line of the near rail of the track, or when erection or removal of staging, false work or forms fouls a track or wire line. None of the operations specified as a Hazard shall be carried on during the approach or passing of a train or without permission from the Railroad's Chief Engineer and the presence of a railroad inspector/flagman, unless other prior arrangements have been made through the Railroad.

9. MINIMUM CLEARANCES

During the construction of staging, false work or forms, the Contractor shall at all times maintain a minimum vertical clearance of twenty-three (23) feet above the top of high rail and a minimum side clearance of twenty-five (25) feet from the gauge line of the near rail where track is tangent. Additional side clearance must be maintained where track is on a curve.

10. WORK PLAN SUBMITTAL AND APPROVAL

The Contractor shall submit in writing to the Railroad's Chief Engineer or duly authorized representative, and the Department's Railroad Property Manager or his appointed representative, at least sixty (60) calendar days in advance of the start of the project, an outline of his plan for work within the Railroad right of way including contemplated method(s) of construction. This plan must meet with the approval of the Railroad's Chief Engineer and the Department's Railroad Property Manager in every respect. If the Contractor contemplates the use of "on the track equipment", it should so state and obtain from the Railroad the conditions pertaining to such operations. All Railroad costs included in this operation will be borne by the Contractor. In a like manner, any of the Contractor's equipment or material on cars for this project shall be handled in conformance with existing traffic rules with all costs borne by the Contractor.

Prior to submitting their Proposal, the Contractor shall have ascertained from the Railroad and from the Department's Railroad Property Manager or his appointed representative, all information relating to its requirements and regulations and all costs in connection with compliance thereto.

11. EXCAVATIONS

Before excavation for footings adjacent to tracks and/or within the Railroad's right-of-way may commence, whether or not also within the limits of a public highway, plans and calculations for such excavations, prepared by a Professional Engineer authorized to practice in Maine, shall be submitted to the Railroad's Chief Engineer for review and approval. Unless other prior arrangements have been made, the Railroad's Chief Engineer shall have thirty (30) days to perform such review and approval and issue a written permission to proceed with the excavation. No excavation shall proceed without such permission.

At a minimum, excavations must utilize proper bracing, shoring, sheeting or other support as determined by the Railroad's Chief Engineer, to support the tracks with railroad traffic. Open excavation shall be suitably planked over when construction

operations are not in progress. No excavation work shall be performed by the Contractor within the limits of the Railroad right of way, whether or not also within the limits of a public highway, until the Contractor has ascertained from the Chief Engineer of the Railroad the location of any wires, conduits, pipes, cables or other railroad facilities below the surface of the ground. Damage to any such facilities caused by the failure of the Contractor to ascertain the location of such facilities or by failure to use due care to avoid injury to such facilities shall be at the expense of the Contractor.

12. EQUIPMENT

Equipment of the Contractor shall be in such condition to prevent failure that would cause delay in the operation of trains or damage to railroad facilities. Equipment shall not be placed or put in operation adjacent to a track without first obtaining permission of the Railroad. The Railroad agrees that such permission shall not be unreasonably withheld.

13. RAILROAD SERVICES - GENERALLY

When work is to be performed within the Railroad's right-of-way, the Railroad shall provide the services, equipment and materials provided in this Special Provision including, but not limited to, engineering, flagging, inspection, signal protection and/or relocation, and restoration or replacement of the Railroad's track structure or ballast. Further, if the Railroad's Chief Engineer determines that the Contractor's operations do not comply with all of the safety requirements of this Special Provision and all safety requirements and directions of said Chief Engineer, the Railroad will employ the necessary qualified employees to protect its trains and other facilities. The Contractor shall pay to the Railroad the cost for performing all Railroad Services unless said costs are to be paid by the Department as specified in this Special Provision.

14. INSPECTION/FLAGGING

The Railroad shall furnish and assign all inspectors / flaggers for general inspection purposes of general protection of railroad property and operations during construction as the Railroad's Chief Engineer determines are necessary to preserve safety.

(a) Responsibility for Cost. The Department will bear the cost of flagging or inspection (including travel time) or any combination thereof up to one-hundred four (104) man days (including over-time/initial-post inspections) of said flagging or inspection. If, in the opinion of the Railroad's Chief Engineer, further services of a flagger or inspector will be required due to the operations of the Contractor, the services will be furnished and the cost thereof (salary, expenses, insurance, taxes and vacation allowance, etc.) shall be paid to the Railroad by the Department and will be recovered by the Department from the Contractor.

(b) Terms. The minimum hours per day for the Railroad employees engaged in inspection flagging services shall be eight (8) hours. Time at rates for straight time, overtime or for deadheading starts in accordance with established practices in effect in the territory in which the project is located. Information as to these practices should be obtained from the Railroad's Chief Engineer.

The Contractor shall notify the Railroad's Chief Engineer and the Department in writing thirty (30) calendar days before beginning, resuming or suspending work within twenty (20) feet of the track, so that an inspector may be provided or removed in accordance with the requirements of this Special Provision. An inspector may be removed upon seven (7) calendar days notice. Failure to give notice of intent to suspend work shall be cause of charge to the Contractor the cost of inspection during the period when work is suspended.

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(c) Estimated Cost. The following is an estimate of the cost per day of inspection/flagging necessary for this project. The rates shown include all overhead charges, travel time, deadheading and personal expenses.

Date of estimate: 03/06/26

Estimated maximin daily rate for ten (10) consecutive hours Monday-Friday (straight time): \$1364.04

Estimated maximin rate per hour worked over ten (10) hours in any one day: \$204.62/hour

Rates charged will be those in effect at the time of the performing the inspection/flagging which may be different than the rates used at the date of the Estimate. The Railroad agrees to notify the Department if rates used to calculate the above estimates change before the date of bids are received for this Contract.

(d) Definitions.

Man day (M.D.) - ten (10) consecutive hours or any portion thereof.

Overtime - Each additional hour or fraction thereof consecutive to and beyond the standard man day will count as 3/16 of a man day.

Standard Man day - ten (10) consecutive hour, Monday - Friday between the hours of 7:00 am to 5:00 p.m. unless otherwise noted and agreed to by all parties.

Travel Time - Time required by flagger and/or inspector to commute between his or her point of headquarters to the project site. This time shall not be charged in determining available man days.

15. OTHER CONTRACTOR RESPONSIBILITIES

The restoring and resurfacing of tracks, if disturbed due to Contractor's operations, shall be at the expense of the Contractor.

Any other changes made or services furnished by the Railroad as a result of the Contractor will be at the Contractor's expense.

16. EXTRA-CONTRACT SERVICES

Temporary and permanent changes of tracks and telephone, signal and electric supply lines made necessary by or to clear the permanent work of the Contractor as shown on the construction plans and included in the Railroad force account as recollect from the State will be made or caused to be made by the Railroad without expense to the Contractor.

17. INDEMNIFICATION

Where work is being performed over, under, across or adjacent to Railroad premises, the Contractor shall defend, indemnify and save harmless the Railroad and the Maine Department of Transportation from and against any and all loss, cost, damage, claims, suits, demands, or liability for damages for personal injury including death and for damage to property, which may arise from or out of the operations conducted under his contract, occurring by reason of any act or omission of the Contractor, his agents, servants or employees, or by reason of any act or omission of any subcontractor, his agents, servants or employees.

18. INSURANCE

In addition to any other forms of insurance or bonds required under the terms of the Contract, the Contractor will be required to procure and maintain, at its sole cost and expense, the following insurance coverages naming the Railroad as an insured.

(a) Railroad Protective Liability Insurance with limits not less than \$5,000,000 per single occurrence and \$5,000,000 per aggregate total occurrences.

(b) Comprehensive General Liability Insurance protecting against liability from bodily injury or property damage arising out of the Construction Project with limits of not less than \$10,000,000 per single occurrence and \$10,000,000 per aggregate total occurrences.

(c) Workers Compensation and Occupational Disease Insurance, as required by law.

(d) Automobile Liability Insurance covering all motor vehicles used about or in connection with the Construction Project.

If any part of the work is sublet, these insurance coverages shall be provided by or on behalf of the subcontractors to cover their operations

Each policy shall carry an endorsement covering the “save harmless” clause in favor of the Railroad and the Maine Department of Transportation, as set forth in the paragraph, “Responsibility for Damage Claims”.

If blasting is to be done in the vicinity of the Railroad, the insurance policies shall include such coverage.

The policies shall be in force before any work is done on the project and shall remain in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the State and the Railroad.

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Before any work is done on the project, the Department of Transportation and the Railroad's Chief Engineer shall be furnished certificates of each policy. Further, the original policy of the Comprehensive General Liability Insurance and the Railroad Protective Liability Insurance shall be furnished to the Railroad's Chief Engineer and a duplicate shall be furnished to the Department of Transportation.

The policy or policies of the Railroad's protective public liability and property damage liability shall be written by a Company authorized to do business in the State of Maine, and shall be signed by the President and Secretary of the Insurance Company and shall be countersigned by an authorized representative of the Company.

19. ROADWAY WORKER SAFETY REGULATION

Notice to all Contractors/Subcontractors and individuals must be aware of the Federal Roadway Worker Safety Regulation, CFR 49, Part 214(c). They may be required to comply with this regulation. Any requirements for them to comply will be discussed at the pre-construction utility meeting.

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EXHIBIT A

ORIGINAL TO CONTRACTOR

MDOT/RAILROAD STOP WORK ORDER

Section A - Contractor	Town
	DOT Railroad Project #
Railroad Name	Location
	Notice #
DESCRIPTION OF SAFETY HAZARD/REASON FOR ORDER	
Standard Violated	RAC (Risk Assessment Code)
	N/R
Railroad Official (Flagger/Inspector) Name	Date
Signature	
SECTION B - ACTION TAKEN:	

cc: MDOT - R.E. or Inspector
 MDOT - Utility Section
 MDOT - Construction Division
 Railroad - Chief Engineer

1. Risk Assessment. Each identified/validated hazard shall be assigned a Risk Assessment Code (RAC) by the Safety Office. The RAC represents the degree of risk associated with deficiency and combines the elements of hazard severity and mishap probability. The RAC is derived as follows:

a. Hazard Severity. The hazard severity is an assessment of the worst potential consequence: Defined by degree of injury, occupational illness, or property damage, which is likely to occur as a result of a deficiency. Hazard severity categories shall be assigned by roman numeral according to the following criteria.

- (1) Category I - Catastrophic: The hazard may cause death or loss of a facility.
- (2) Category II - Critical: May cause severe injury, severe occupational illness, or major property damage.
- (3) Category III - Marginal: May cause minor injury, minor occupational illness, or minor property damage.
- (4) Category IV - Negligible: Probably would not affect personnel safety or health, but is nevertheless in violation of a NAVOSH standard.

b. Mishap Probability. The mishap probability is the probability that a hazard will result in a mishap, based on an assessment of such factors as location, exposure in terms of cycles or hours of operation, and affected population. Mishap probability shall be assigned an Arabic letter according to the following criteria:

- (1) Sub-category A - Likely to occur immediately or within a short period of time.
- (2) Sub-category B - Probably will occur in time.
- (3) Sub-category C - May occur in time.
- (4) Sub-category D - Unlikely to occur.

c. Risk Assessment Code. The RAC is an expression of risk which combines the elements of hazard severity and mishap probability. Using the matrix shown below, the RAC is expressed as a single Arabic number that can be used to help determine hazard abatement priorities.

	Mishap Probability					RAC
		A	B	C	D	1 - Critical
Hazard Severity	I	1	1	2	3	2 - Serious
	II	1	2	3	4	3 - Moderate
	III	2	3	4	5	4 - Minor
	IV	3	4	5	5	5 - Negligible

SPECIAL PROVISION 105
CONSTRUCTION AREA

Construction Areas located in the Towns of Frenchville and Fort Kent have been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

The sections of highway under construction in Aroostook County:

Project 022656.00 is located in the towns of Frenchville and Fort Kent along Route 1, beginning 0.4 miles north of Church Ave. (Charette Hill Road) and extending northerly 4.64 miles

Per 29-A § 2382 (7) MRSA, the MDOT may “issue permits for stated periods of time for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:

A. Must be procured from the municipal officers for a construction area within that municipality;
B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:

(1) Withholding by the agency contracting the work of final payment under contract; or

(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and

D. For construction areas, carries no fee and does not come within the scope of this section.”

The Municipal Officers for the Towns of Frenchville and Fort Kent agreed that an Overlimit Permit will be issued to the Contractor for the purpose of using loads and equipment on municipal ways in excess of the limits as specified in 29-A MRSA, on the municipal ways as described in the “Construction Area.”

As noted above, a bond may be required by the municipality, the exact amount of said bond to be determined prior to use of any municipal way. The MDOT will assist in determining the bond amount if requested by the municipality.

The maximum speed limits for trucks on any town way will be 25 mph (40 km per hour) unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

SPECIAL PROVISION
SECTION 105
General Scope of Work
(Environmental Requirements)

I. Historic Resources are present adjacent to and along the Project. MaineDOT has completed consultation in accordance with Section 106 of the National Historic Preservation Act and Programmatic Agreement for the project as presented. The Contractor shall comply with the provisions from Standard Specification 105.9 related to changes in the design at these historic properties during construction including tree clearing, property impacts, or project materials. The following is project specific:

A. This project is located along and adjacent to Section 106 Resources and Section 4(f) Resources:

1. Eligible or National Register Listed properties and Districts
 - a) Bangor & Aroostook Railroad
Station 652+25 Left & Right
 - b) Eligible historic properties associated with the D'aigle Homestead
Station 669+25 to 670+55 L (Tax map 5 Lot 41)
Station 669+60 to 670+55 R (Tax map 5 Lot 2)
Station 689+25 to 694+25 L (Tax map 7 Lot 38)
Station 689+25 to 694+25 R (Tax map 7 Lot 37)
Station 669+75 to 701+60 R (Tax map 7 Lot 36)
Station 706+15 to 708+35 L (Tax map 7 Lot 32)
Station 724+40 to 726+40 R (Tax map 7 Lot 31)
Station 740+40 to 742+40 L (Tax map 7 Lot 28)

B. Deviations from the approved project design during construction within the above-specified stations shall be approved by the MaineDOT Project Manager. Changes could have adverse effects to the historic resources and jeopardize federal funding.

II. In Stream Work is defined in the Standard Specifications (Section 101.2) and shown on the project plans. In Stream Work applies to the following locations and with special conditions:

A. In Stream Work Locations and in water work window:

Location	Scope of work	In Stream Work Window
Station 620+60	Drainage outlet	Open
Station 656+60		July 15 – September 30
Station 657+50		
Station 664+60		
Station 665+50 to 668+50	Bank stabilization	July 15 – September 30
Station 678+00	Perennial stream culvert replacement	
Station 809+20	Drainage outlet	Open
Station 814+25		
Station 845+00		

B. Conditions for presence of standing or flowing water at the above-identified In Stream Work:

August, 5, 2025

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(Limitations of Operations)

1. At a minimum, one lane of alternating one-way traffic shall be maintained on Route 1 at all times.
2. A minimum lane width of 11'-0" shall be maintained at all times.
3. During Highway Construction and Rehabilitation Activities, the Maximum lane closure length on Route 1 shall not exceed 2,500'.
4. During Highway Paving Activities and with approval from the Resident, the Maximum lane closure length on Route 1 shall not exceed 4,000'.

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(Build America, Buy America)

105.11 Other Federal Requirements this section is replaced with the following:

105.11 Build America, Buy America Requirements

Unless expressly otherwise provided in the Bid Documents, the following provisions are hereby incorporated into the Contract.

This project is subject to the Buy America (23 CFR 635.410) and Build America, Buy America Act (BABA) included in the Infrastructure Investment and Jobs Act (IIJA), Public Law No. 117-58. Further guidance can be found at the FHWA Buy America Construction Program Guide linked here:

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

The Contractor shall certify compliance with Buy America and BABA in the following categories. An article, material or supply should only be classified into one of the following categories and is classified based on its state when it arrives at the project site.

1. **Iron and Steel:** All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States. Any process that modifies the chemical content, the physical size and shape, or the final finish is considered a manufacturing process, including rolling, extruding, machining, bending, grinding, drilling, and coating. “Coating” includes epoxy coating, galvanizing, painting, or any other coating that protects or enhances the value of the material.

Existing De Minimis Use Exemption for Iron and Steel: The requirements of the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total construction contract price or \$2,500.00, whichever is greater.

2. **Manufactured Products:** Articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If a domestic product is taken out of the United States for any process, it becomes a foreign source material.

All Manufactured Products used in the project must be manufactured in the United States (“final assembly requirement”). “Component” means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into a manufactured product or, where applicable, an iron or steel product. If a manufactured product is

predominantly iron, steel, or a combination of both it must meet the above requirements for iron and steel products. Predominantly iron or steel or a combination of both means the total cost of the iron and steel content exceeds 50 percent of the total cost of all its components.

Precast concrete products classified as Manufactured Products must additionally have predominantly iron or steel components meet the above requirements for iron and steel. Cabinets or other enclosures of intelligent transportation systems (ITS) and other electronic hardware systems classified as Manufactured Products must also comply with the above requirements for iron and steel if the cabinet or enclosure is predominantly iron or steel.

3. **Construction Materials:** Items, articles, materials, or supplies that consist of only one of the items listed below:
 - i. Non-ferrous metals.
 - ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables).
 - iii. Glass (including optic glass);
 - iv. Fiber optic cable.
 - v. Optical fiber.
 - vi. Lumber.
 - vii. Engineered wood; and
 - viii. Drywall.

Minor additions of articles, materials, supplies, or binding agents to a Construction Material do not change the categorization of the Construction Material.

All Construction Materials permanently incorporated into the project must be produced in the United States. For the Construction Material to be considered “produced in the United States,” it must meet the following standards:

- i. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- ii. Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- iii. Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- iv. Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding, and jacketing, occurred in the United

States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic, and polymer-based products, or any others.

- v. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- vi. Lumber. All manufacturing processes, from the initial debarking through treatment and planning, occurred in the United States.
- vii. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- viii. Engineered wood. All manufacturing processes, from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Construction Materials brought on site and combined with other materials are not considered Manufactured Products. Items that consist of two or more of the listed Construction Materials that have been combined off-site through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process should be treated as Manufactured Products rather than as Construction Materials.

Specifically Excluded Materials

Section 70917(c) of the Build America Buy America Act specifically excludes certain materials from being classified as either construction materials or manufactured products. These exclusions include cement and cementitious materials, aggregates (such as stone, sand, or gravel), and aggregate binding agents or additives.

Additionally, when these materials are combined as an unsettled mixture without a final form upon arriving at the work site, such as wet concrete or hot mix asphalt, the mixture is not considered a manufactured product. However, if these same materials are combined off-site to create a finished product, such as precast concrete, that finished product is considered a manufactured product.

Public Interest Waiver of BABA Requirements for De Minimis Costs

The US Department of Transportation issued a public interest Waiver of Buy America Requirements for De Minimis Costs. The Waiver for De Minimis Costs exempts Manufactured Products and Construction Materials produced outside the United States for which the total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project.

The obligation to track costs throughout the life of the contract is the Contractor's responsibility. The term "total applicable costs" is defined as the total actual final material cost of the compliant and non-compliant iron and steel, Manufactured Products, and Construction Materials.

Certification

For iron and steel materials and for Manufactured Products produced predominantly of iron or steel or a combination of both*, the Contractor shall submit a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of the Buy America provisions of 23 CFR § 635.410, as amended. Such certification shall also include (1) a statement that the iron or steel product or component was produced entirely within the United States, or (2) a statement that the iron or steel product or component was produced within the United States, except for minimal quantities of foreign steel and iron valued at \$ (actual value). A “Buy America” Certification is required from each manufacturer, fabricator, supplier, subcontractor that engages in “manufacturing” as defined above.

**Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50% of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products, castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of the iron or steel components.*

In addition, upon completion of the project, the Contractor shall certify in writing as to the overall compliance with BABA and provide the total project delivered cost of all foreign Manufactured Products and Construction Materials. The Contractor shall also submit individual certifications from all subcontractors and suppliers that furnish applicable Construction Materials and Manufactured Products valued at \$10,000 or more. Such individual certifications shall be submitted upon delivery of the Construction Material or Manufactured Products to the site.

Example certification:

I hereby certify that this project is in compliance with the Build America, Buy America Act (Public Law 117- 58) requirements for this project. All Iron and Steel, Manufactured Products produced predominantly of steel or iron, Manufactured Products and Construction Materials that are permanently incorporated into the work for this project were produced in the United States of America, with the only exceptions as noted below.

As required, we will maintain all records and documents pertinent to the Build America, Buy America Act requirements, at the address given above, for not less than 3 years from the date of Final Acceptance. These files will be available for inspection and verification by the Maine Department of Transportation and/or the Federal Highway Administration.

We further certify that the total value of foreign steel and iron for this project is \$ _____, said value being less than 0.1% of the total construction contract price or \$2,500.00, whichever is greater.

December 12, 2025

We further certify that the total material cost of foreign Manufactured Products and Construction Materials for this project is \$_____, said value being no more than the lesser of \$1,000,000 or 5% of total applicable costs. The term “total applicable costs” is defined as the total actual final material cost of the compliant and non-compliant iron and steel, Manufactured Products, and Construction Materials.

Signed (*Contractor*)
(*President*) (*Contractor Firm*)

MaineDOT DBE Project Attainment Target (PAT) for this Project is 0%
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The MaineDOT seeks to meet the specified annual Disadvantaged Business Enterprise (DBE) usage goal set out by 49 CFR 26.45 through the efforts of contractors seeking to employ qualified DBE subcontractors. We seek to meet this goal by race neutral means and do not, at this time, use contract specific requirements for each project. We do however, understand the capacity of Maine's DBE community and the unique characteristics a project may have that would differ from the broad annual goal.

Taking this into consideration, the MaineDOT will review each project and develop an anticipated attainment or Project Attainment Target (PAT) based on several factors that are project specific. Those factors include:

- ☐ Scope of Work
- ☐ DBE availability according to Specification Item
- ☐ Geographic location
- ☐ DBE capacity

This PAT is developed to assist contractors to better understand the DBE participation that the MaineDOT can reasonably expect for a specific project. The PAT is NOT a mandate but an assessment of the DBE opportunities that this project could meet or exceed. MaineDOT anticipates that each contractor will make the best effort to reach or exceed the PAT for this project.

SPECIAL PROVISION
SECTION 106 - HOT MIX ASPHALT PAVEMENT

The following subsections of the most current version of Specification 100 – General Conditions have been revised and amended by the following:

106.7.3 Early Termination of Lots

In the event a Lot in progress is terminated prematurely before the Department is able to take the number of acceptance samples required by the test method specified in the Contract, the following will apply as applicable unless otherwise detailed in the specifications for the item:

1. For items under statistical acceptance where payfactors are generated
 - a. If three or more samples have been taken, then payfactors will be generated using the available samples results for the lot.
 - b. If the termination was requested by the Contractor and approved by the Department prior to three samples being taken, then each property's payfactor will be set to 0.80.
 - c. If the termination was initiated by the Department prior to three samples being taken, then each property's payfactor will be set to 1.00 for each property.
2. For items not under statistical acceptance
 - a. If initiated by the contractor and no random sample has been reached the entire lot shall be subject to a penalty of 20% of the item's price.
 - b. If initiated by the contractor and only the most recent sample tonnage has not been reached only the tonnage for that subplot will be subject to a penalty of 20% of the items price.

An HMA mix design aim change request from the Contractor with open Lots in progress will constitute a contractor initiated lot termination. For methods A & C, the minimum samples required to generate a pay factor prior to termination will be three. If a minimum of three samples have not been obtained, then each property's payfactor will be set to 0.80. For methods B & D the minimum number of samples (sublots) required prior to an aim change will be the total tonnage of the lot, or a minimum of three, whichever is less. If the minimum number of samples have not been obtained then the pay adjustment for each of the subplot's properties will be set to 0.80.

SPECIAL PROVISION

SECTION 107 – TIME

(Contract Completion Date)

(Commencement of Contract Time and Work)

(Supplemental Liquidated Damages)

The Contractor may begin work anytime on or after award, in accordance with Standard Specification 104.4.2 and upon approval of all required submittals. The Contract Completion Date will be no later than **October 31st, 2028**.

SPECIAL PROVISION
SECTION 203
EXCAVATION AND EMBANKMENT
(Dredge Materials)

Management and Disposal: Dredge Material (See MaineDOT Standard Specifications § 101.2 Definitions) is regulated as a Special Waste.

Work associated with the Frenchville – Fort Kent Route 1 Slope Stabilization initiative that will require excavation of select Dredge Materials from Unnamed Waterbodies (River Class B). It is estimated that approximately 395 cubic yards (CY) of dredge will be excavated at the project location. There is onsite Beneficial Use for all Dredge Material.

It is acknowledged that excavation of Dredge for this work may include some boulders. The MDEP has determined that sound boulders (rock 12-inches or more in diameter), that are free of adhering sediment or other contaminants, shall be deemed as Inert Fill material and shall not be included in Dredge Material Quantities.

CONSTRUCTION REQUIREMENTS

Management: The Contractor shall Beneficially Use all Dredge Material excavated at the Frenchville – Fort Kent Route 1 Slope Stabilization project in areas adjacent to the dredged waterbody. No more than 500-cubic yards of Dredge Material may be excavated at the project location.

Method of Measurement: Excavation of Dredge Material will be measured for payment under related Contract Items.

Basis of Payment: Payment for the Beneficial Use of Dredge Material will be incidental to the Contract Pay Items.

Payment shall be full compensation for dewatering, managing, transporting, and placement of Dredge Materials.

1. If standing or flowing water is present at the above listed culvert or drainage outlet locations, In Stream Work shall be conducted within a cofferdam constructed in adherence with the Contractor's SEWPCP for this project.
2. Boom supported floating silt fence can be used instead of a cofferdam to minimize sedimentation and turbidity during In Stream Work for the bank stabilization activity.
3. Turbidity shall be visually monitored, and all erosion controls shall be inspected daily. If any erosion control measures are ineffective or not properly functioning, immediate action shall be taken to repair, replace, or reinforce as necessary.
4. The contractor shall fully remove cofferdams immediately following completion of In Stream Work using techniques to minimize turbidity releases. The Contractor shall restore all all areas of temporary stream bottom disturbance to their original contour and character upon completion of the project.
5. No work shall be allowed that completely blocks a river, stream or brook without providing downstream flow.
6. All in-water excavation including excavation to place rip rap shall be conducted within a sealed cofferdam.
7. Bypass pumping systems shall be sized to accommodate the predicted peak flow rate during construction. Predicted peak flows are provided to the contractor in the bid documents.
8. When utilizing pumps to dewater cofferdams, in order to prevent juvenile fish entrapment related to dewatering diversions, the Contractor will use a screen on each pump intake designed such that the approach velocity does not exceed 0.20 feet/second. Square or round screen face openings are not to exceed 3/32 inches (2.38 millimeters) measured on a diagonal. Criteria for slotted face openings shall not exceed 1/16 inches (approximately 1.75 millimeters) in the narrow direction. These screen criteria follow National Marine Fisheries Service (NMFS) guidance (NMFS 2008). Intake hoses shall be regularly monitored while pumping to minimize effects to fish.
9. Stabilization techniques (such as placing sheets of poly at the bypass outlet) shall be used to protect the stream from scour caused by the high water velocities associated with bypass pumping activities.
10. Sheet pile driving (if utilized) shall be completed using a vibratory hammer.

III. Wetlands are defined in the Standard Specifications (Section 101.2) and shown on the project plans. The following special conditions shall apply to this project:

- A. To minimize the spread of invasive species, straw mulch shall be utilized for soil stabilization in disturbed wetland areas (hay mulch may be used in other areas). Wetland impact areas are shown in the permit documents.
- B. Conditions of the Maine Army Corps of Engineers NWP Permit shall apply to this project (see permit and conditions in the contract documents).
- C. All off-road equipment working within 25-feet of a stream (RUS/OHWM lines on plans) shall be cleaned to remove all soil, seeds, vegetation, or other debris that could contain seeds or reproductive portions of plants prior to entering the area to minimize the spread of noxious weeds. All equipment shall be inspected prior to offloading to evaluate if they are clean.
- D. All areas of temporary waterway or wetland fill shall be restored to their original contour and character upon completion of the project. Temporary fill includes fill that received

authorization and fill that mistakenly enters a resource (i.e., from slope failures, accidental broken sandbag cofferdams).

- E. All areas of disturbed soil shall be mulched and seeded with an approved native or noninvasive herbaceous seed mix following construction and/or planted with woody vegetation and trees appropriate during the first available planting season. In areas where there is little to no slope, and erosion and invasive species establishment is unlikely, the native woody vegetation on the site shall be allowed to regenerate naturally.
- F. Grubbing (removal) of roots and stumps shall only occur in those areas subject to permanent impacts.
- G. No equipment, materials, or machinery shall be stored, cleaned, fueled, or repaired within any wetland or stream resource. These activities shall occur more than 100 feet from any wetland or stream resource and shall follow the specifications in the SPCC Plan.
- H. All pumps and generators required for in stream work shall be cleaned of external oil, grease, dirt, and mud such that turbid water does not drain to any wetland or stream. Any leaks of this equipment shall be fixed prior to entering streams or areas that drain directly to streams or wetlands. Operation shall follow the specifications of the SPCC Plan.
- I. Permanent rip rap placed in the stream below the bank full elevation (Q1) shall be covered by coarse streambed material (CSM, SP 203 - Special Fill).
- J. All rip rap placed outside of a cofferdam shall be cleaned prior to installation.
- K. Heavy construction equipment shall travel only over non-erodible substrate (e.g., ledge, cobble) of flowing streams and when approved by the MaineDOT Environmental Field Contact.
- L. The Contractor shall hold a pre-construction meeting with appropriate MaineDOT Environmental Office staff, other MaineDOT staff, and the Contractor(s) to review all procedures and requirements for avoiding and minimizing impacts. The following individuals/agencies shall be invited: ACOE (Rachel Antieau, Rachel.h.antieau@usace.army.mil); U.S. Fish and Wildlife Service (Sarah Rubenstein, sarah_rubenstein@fws.gov).
- M. The Contractor shall notify the Resident no less than 2 business days prior to the placement of cofferdams. After cofferdams are placed and before the work area is dewatered, a fish evacuation will be performed by or as directed by the MaineDOT Biologist.

IV. Approvals:

- 1. Maine Department of Environmental Protection NRPA Permit: L-100604-0001
- 2. Army Corps of Engineers Nationwide Permit: NWP 14 NAE-2025-00355
Authorized Impacts:

	Wetland Fill	Stream Fill
Permanent	0.313 acres	0.204 acres
Temporary	0.193 acres	0.057 acres

- 3. Soil Erosion and Water Pollution Control Plan (SEWPCP)

NOTE: Regulatory Review and Approval shall be required to modify the existing In Stream Work window. Requests for work window extensions shall be submitted to the MaineDOT Environmental Office. Approval of request for work window extensions are not guaranteed and may result in delays in construction schedule that shall be the sole responsibility of the contractor.

SECTION 401 - HOT MIX ASPHALT PAVEMENT

401.01 Description The Contractor shall furnish a uniformly blended, homogeneous mixture placed as one or more courses of Hot Mix Asphalt Pavement (HMA) using a single approved design for each item on an approved base in accordance with the contract documents and in reasonably close conformity with the lines, grades, thickness, and typical cross sections shown on the plans or established by the Resident. The Department will accept this work under Quality Assurance provisions, in accordance with these specifications and the requirements of Section 106 – Quality, the provisions of AASHTO M 323 except where otherwise noted in sections 401 and 703 of these specifications, and the MaineDOT Policies and Procedures for HMA Sampling and Testing.

401.02 Materials Materials shall meet the requirements specified in Section 700 - Materials:

Asphalt Cement	702.01
Aggregates for HMA Pavement	703.07
RAP for HMA Pavement	703.08
HMA Mixture Composition	703.09

401.03 Composition of Mixtures The Contractor shall compose the Hot Mix Asphalt Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), approved antistrip, warm mix additive, and/or mineral filler if required. HMA shall be designed and tested according to AASHTO R 35 and the volumetric criteria in Table 1. The Contractor shall size, uniformly grade, and combine the aggregate fractions in proportions that provide a mixture meeting the grading requirements of the Job Mix Formula (JMF). Unless otherwise noted in Special Provision 403 - Hot Mix Asphalt Pavement, the design, verification, Quality Control, and Acceptance tests for this mix will be performed at 65 gyrations.

TABLE 1: VOLUMETRIC DESIGN CRITERIA

Design ESAL's (Millions)	Required Density (Percent of G _{mm})			Voids in the Mineral Aggregate (VMA) (Minimum Percent)					Voids Filled with Binder (VFB) (Minimum %)	Fines/Eff. Binder Ratio
				Nominal Maximum Aggregate Size (mm)						
	N _{initial}	N _{design}	N _{max}	25.0	19.0	12.5	9.5	4.75		
	< 3.0	≤90.5	96.0	≤98.0	13.0	14.0	15.0	16.0		
3 to <10	≤89.0									
> 10										

*For 9.5 mm nominal maximum aggregate size mixtures, the maximum VFB is 82. For 4.75 mm nominal maximum aggregate size mixtures, the maximum VFB is 84.

The Contractor shall submit a JMF to the Department for each mixture to be supplied. The JMF will be approved by the Department in accordance with the MaineDOT HMA Policies and Procedures for HMA Sampling and Testing Manual. At the time of JMF submittal, the Contractor shall identify and make available the stockpiles of all proposed aggregates at the plant site. There must be a minimum of 150 ton for coarse aggregate stockpiles and 75 ton for fine aggregate stockpiles before the JMF may be submitted. The Contractor shall provide aggregate samples to the Department unless otherwise required. The Contractor shall also make available to the Department the PGAB proposed for use in the mix in sufficient quantity to test the properties of the asphalt and to produce samples for testing of the mixture. The first day's production shall be monitored, and the approval may be withdrawn if the mixture exhibits undesirable characteristics such as checking, shoving or displacement. The Contractor shall be allowed to submit mix changes for a JMF as outlined in the MaineDOT HMA Policies and Procedures for HMA Sampling and Testing Manual: Mix Design Approval Section.

The Contractor shall submit a new JMF for approval each time a change in material source or materials properties is proposed. The same approval process shall be followed. The cold feed percentage of any aggregate may be adjusted up to 10 percentage points from the amount listed on the JMF, however no aggregate listed on the JMF shall be eliminated. The cold feed percentage for RAP may be reduced up to 10 percentage points from the amount listed on the JMF and shall not exceed the percentage of RAP approved in the JMF or for the specific application under any circumstances.

401.031 Warm Mix Technology The Contractor may place Hot Mix Asphalt Pavement produced with an accepted WMA technology if approved by the Department. Methods or technologies shall generally be at the Contractor's option, but will be limited to proven, Agency and Industry accepted practice. Mixture production, placement and volumetric testing details, including temperatures, shall be included in the project specific QCP, and submitted to the Department for approval prior to any work.

401.04 Temperature Requirements The temperature of the mixture shall conform to the tolerances in Table 2 as measured at the truck at the mixing plant and at the paver unless otherwise authorized by the Department.

TABLE 2: ALLOWABLE TEMPERATURE RANGES

PGAB Grade(s)	Temperature Range (°F)
PG58-28 / PG64-28	275-325
PG64E-28 / PG70E-28	285-335

401.05 Performance Graded Asphalt Binder The Contractor shall utilize either a PG58-28, PG64-28, PG64E-28, PG70E-28, or other grade as specified in the 403 Special Provision. The Contractor shall utilize a PG64-28 if no liquid grade is specified within the 403 Special Provision.

401.06 Weather and Seasonal Limitations The State is divided into two paving zones as follows:

- a. Zone 1 Areas north of US Route 2 from Gilead to Bangor and north of Route 9 from Bangor to Calais.
- b. Zone 2 Areas south of Zone 1 including the US Route 2 and Route 9 boundaries.

TABLE 3: SEASONAL AND TEMPERATURE LIMITATIONS

TABLE 3. SEASONAL AND TEMPERATURE LIMITATIONS			
Description	Zone 1 Allowable Placement Dates	Zone 2 Allowable Placement Dates	Minimum Ambient Air Temperature
HMA Surface Course greater than or equal to 1” (Travelway)	May 1 to Saturday following October 1	April 15 to Saturday following October 15	50°F
HMA Surface Course less than 1” (Travelway)	May 15 to Saturday following September 15	May 15 to Saturday following October 1	
HMA Surface Course less than 1” considered to be “Night Work” (Travelway)	June 1 to the Saturday following September 1		
HMA Surface Course less than 1” (Shoulders)	May 15 to the Saturday following October 15		
HMA for Surface Course on Bridge Decks	May 1 to Saturday following October 1	April 15 to Saturday following October 15	
HMA for Base or Shim Course on Bridge Decks	April 15 to November 15		
HMA for use other than Travelway Surface Course (Shoulders greater than or equal to 1”, Intermediate, Base, Shim)	April 15 to November 15		40°F
HMA for curb, driveways, sidewalks, islands, or other incidentals	N/A		
With Use of Approved Warm Mix Technology as Compaction Aid (Surface Course Ambient Air Temperature Allowances)			
HMA Surface Course greater than or equal to 1” (Travelway)	May 1 to Saturday following October 1	April 15 to Saturday following October 15	Begin at 50°F and pave down to 45°F
HMA Surface Course less than 1” (Travelway)	May 15 to Saturday following October 1	May 15 to Saturday following October 15	
HMA Surface Course less than 1” considered to be “Night Work” (Travelway)	June 1 to the Saturday following September 15		
HMA Surface Course less than 1” (Shoulders)	May 15 to the Saturday following October 15		
With Use of Approved Warm Mix Technology as Compaction Aid (Seasonal Limitation Extensions)			
HMA Surface Course greater than or equal to 1” (Travelway)	Saturday following October 1 to Saturday following October 15	Saturday following October 15 to Saturday following October 29	50°F
HMA Surface Course less than 1” (Shoulders)	Saturday following October 15 to Saturday following October 29		
HMA for use other than Travelway Surface Course (Shoulders greater than or equal to 1” Intermediate, Base, Shim)	April 15 to Saturday following November 15		35°F

1. Shoulders paved with the travelway pass shall meet travelway ambient air temperatures

2. Refer to the 461 SP for UTBWC for seasonal and temperature requirements.

3. The minimum ambient air temperature for placement of HMA for curbs, driveways, sidewalks, islands, and other incidental work shall be 40°F, regardless of whether the mixture is produced using an approved WMA technology.

The ambient air temperature shall be determined by an approved thermometer placed in the shade at the paving location. Unless otherwise specified, the Contractor shall not place Hot Mix Asphalt Pavement on a wet or frozen surface regardless of the ambient air temperature. The Hot Mix Asphalt Pavement produced with an approved WMA technology shall meet the requirements of section 401.04 - Temperature Requirements, unless otherwise approved by the Department. For the purposes of this Section, the traveled way includes truck lanes, ramps, approach roads and auxiliary lanes.

401.07 Hot Mix Asphalt Plant

401.071 General Requirements HMA plants shall conform to AASHTO M 156, Standard Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures with exception of Section 4.2.1, 4.2.2, 4.3.4, 4.3.5, and 4.12.2.

All HMA plants will be inspected annually by the Department prior to producing HMA for Department projects. The Contractor shall provide the Department at least 72 hours' notice that the plant is ready for inspection. The Contractor shall equip the plant with ladders and platforms that are accessible and safe to obtain samples of PGAB, aggregate and mix from the relevant tanks, collector belts and haul units. Silo storage time of mixtures shall not exceed 36 hours.

401.072 Stockpiles The Contractor shall provide sufficient space for stockpiles and maintain a minimum of supply for 2 days production of all aggregate products used in MaineDOT approved mix designs currently under production. A minimum stockpile supply of 100 ton (70 yards) shall be maintained at all times. The Contractor shall construct stockpiles to prevent intermingling and to minimize segregation. All stockpiles used in MaineDOT mixes shall be identified with weatherproof signs at least 12" high and 24" wide, with reflective lettering at least 2" high.

401.073 Cold Feeds Cold Feed Bins will have bin dividers to keep aggregate products separated. Adequate means must be provided for obtaining samples of the combined flow of all Cold feed bins.

401.074 Dryer Dryer shall be capable of heating aggregate to required mixing temperature and shall be in good operation and condition. Dryer shall be subject to annual inspection prior to start-up. The Contractor shall dry and heat the aggregates for the HMA to the required temperature, adjusting flames to avoid damaging the aggregates. The Contractor shall provide the Department a minimum period of 72 hours to inspect the dryer and provide at least 24 hours' notice that the dryer is ready for inspection.

401.075 Asphalt Binder The plant shall include a heating system and insulation to maintain the asphalt binder at a uniform temperature for proper mixing and compaction. A thermometer shall be provided in the asphalt binder line. No direct flame may come in contact with tank. A sampling valve shall be provided in the circulation line downstream of any binder additive used unless otherwise approved by the Department. The Contractor shall drain down the asphalt as low as safely possible in any tank that will be switched to a new source or grade prior to adding the new PGAB.

401.076 Additives Additives (WMA, anti-strip, etc.) introduced into the binder at the HMA plant shall be introduced per the supplier's recommendations and shall be approved by the Department. The system for introducing additives shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all production rates and batch sizes. Additive introduction systems shall be controlled by a proportioning device to the amount required on the JMF plus or minus 0.1% of the target. Additive introduction systems shall be interlocked with the plant and the recordation (batch tickets or drum recordation) shall display the additive and the weight and percentage added. A means for sampling the PG binder with additive introduced will be provided. The sampling point shall be after the additive is mixed with the PGAB before entering the drum or mixer unit.

401.077 Batch Plants

Hot Bins Hot bins shall provide uniform continuous operation and be in good working condition. The plant shall be able to provide samples of hot bins upon request. Overflow shall be provided for each hot bin. Hot bin gates shall close without leaking. Bin walls must prevent intermingling between bins. Each hot bin shall have low level indicators which will alert the operator when the bin is empty.

Mixer Unit Clearance between blades and liner shall be 1" maximum, unless the aggregate exceeds 1 ¼" then the clearance shall be 1 ½". The spray bar length shall be at least 75% of the mixer length. The mixer unit shall be a twin pug mill-type mixer capable of mixing continuously for at least 45 seconds after all materials have been introduced into the mixer. The blades in the mixer shall be capable of producing a homogenous mixture. If the mixer is not enclosed, it shall be equipped with an adjustable hood to prevent loss of dust by dispersion. The mixer unit shall be subject to annual inspection prior to removal of safety features and being readied for service. The Contractor shall provide the Department the opportunity to inspect the mixer unit prior to the annual inspection. The Contractor shall provide the Department a minimum period of 72 hours to inspect the mixer unit and provide at least 24 hours' notice that the mixer unit is ready for inspection.

Mineral Filler Mineral filler and fiber shall utilize separate bins and feed systems to store and proportion the required quantity into the mixture. The feed systems shall be accurate to no more than 10% of the required weight with a convenient and accurate means of calibration. Mineral filler and fiber shall be introduced in the weigh hopper and uniformly distributed prior to the injection of the asphalt binder.

Automation The HMA batch plant shall automatically batch, mix and discharges mixes. The batch plant shall accurately proportion the various materials in the proper order by weight. The entire batching and mixing cycle shall be continuous and shall not require any manual operations. The batch plant shall use auxiliary interlock circuits to trigger an audible alarm whenever an error exceeding the acceptable tolerance occurs. Along with the alarm, the printer shall print an asterisk on the delivery slip in the same row containing the out-of-tolerance weight. The automatic proportioning system shall be capable of consistently delivering material within the full range of batch sizes. When RAP is being used, the plant must be capable of automatically compensating for the moisture content of the RAP.

The HMA batch plant shall be operated within the following tolerances:

Each aggregate component	+/- 1.5% cumulative, per bin
Mineral Filler	+/- 0.5%
Bituminous Material	+/- 0.1%
Zero return (aggregate)	+/- 0.5%
Zero Return (AC)	+/- 0.1%
Additives	+/- 0.1%

Recordation All plants shall be equipped with an approved digital recording device. The printer shall mark any weight on the ticket that exceeds tolerance. The delivery slip shall contain information required under Section 108.1.3 - Provisions Relating to Certain Measurements, Mass and paragraphs a, b, and c of Section 401.078.

401.078 Drum Plants

Cold Feeds and Delivery System A scalper screen shall be used to remove oversize material. The accuracy of the belt scale shall be within +/- 1.0% of the actual weight being measured. The plant shall be capable of correcting for aggregate moisture. Mineral filler and fiber shall utilize separate bin(s) and feeder systems to store and proportion the required quantity into the mixture. The feed systems shall be accurate to no more than +/- 10% of the required weight with a convenient and accurate means of calibration. The plant shall be equipped with a single control to change all feed rates. Mineral filler and fiber shall be introduced such that dry mixing is accomplished no less than 18 inches prior to the injection of the asphalt binder. The Contractor shall ensure that the mineral filler does not become entrained in the exhaust stream of the dryer.

Binder System The flow of asphalt binder shall adjust automatically with dry aggregate weights. The Department will conduct an asphalt flow meter check annually and after each change of plant location. The flow meter check must be performed prior to producing mix for Department projects. The plant must be configured to provide a convenient means to check accuracy of the flow meter. The flow meter will be considered accurate if the measured weight is within 1% of actual weight.

Drum Mixer The plant shall be equipped with a diversion system where mix can be diverted at startup/shutdown and any time. The drum mixer shall be subject to annual inspection prior to removal of safety features and being readied for service. The Contractor shall provide the Department a minimum period of 72 hours to inspect the drum mixer while providing at least 72 hours' notice that the drum mixer is ready for inspection.

Recordation An approved automatic ticket printer system shall be used to print delivery slips. The requirements for delivery slips for payment of materials measured by weight, as given in the following Sections, shall be waived: 108.1.3 a., 108.1.3 b., 108.1.3 c., and 108.1.3 d. The automatic printed ticket will be considered as the Weight Certificate. The dry aggregate weights and binder flow shall be recorded as well as mineral filler and all binder additives. The recordation of materials shall be printed a minimum of every ten minutes while in production.

The requirements of Section 108.1.3 f. - Delivery Slips, shall be met by the delivery slip printed by the automatic system, which accompanies each truckload, except for the following changes:

- The quantity information required shall be individual weights of each batch or total net weight of each truckload.
- Signatures (legible initials acceptable) of Weighmaster (required only in the event of a malfunction as described in 401.074 c.).
- The MaineDOT designation for the JMF.

401.079 Scales and Weight Checks Scales shall meeting the requirements of Section 108 - Payment. The scales shall be inspected and sealed by the State Sealer (or approved alternative) as often as the Department deems necessary to verify their accuracy. Plant scales shall be checked prior to the start of the paving season, and each time a plant is moved to a new location. Subsequent checks will be made as determined by the Resident. The Contractor will have at least ten 50 pound masses for scale testing at batch plants. At Contractor's option, the Contractor can use one single test weight that has been checked on sealed scales. This weight shall be 1,000 lbs. or greater. At least twice during each 5 days of production either of the following checks will be performed:

- a. A loaded truck may be intercepted and weighed on a platform scale that has been sealed by the State Sealer of Weights and Measures within the past 12 months. The inspector will notify the producer to take corrective action on any discrepancy over 1.0%. The producer may continue to operate for 48 hours under the following conditions.
 1. If the discrepancy does not exceed 1.5%; payment will still be governed by the printed ticket.
 2. If the discrepancy exceeds 1.5%, the plant will be allowed to operate as long as payment is determined by truck platform scale net weight.

If, after 48 hours the discrepancy has not been addressed and reduced below 1.0%, then plant operations will cease. Plant operation may resume after the discrepancy has been brought within 1.0%.

- b. Where platform scales are not readily available, a check will be made to verify the accuracy and sensitivity of each scale within the normal weighing range and to assure that the interlocking devices and automatic printer system are functioning properly. If platform scales are not readily available, a weight with a known mass-verified and sealed annually by a licensed scale company, may be used by hanging weight from silo or surge hopper, at lower middle and upper third levels upon request to verify scale accuracy.
- c. In the event of a malfunction of the automatic printer system, production may be continued without the use of platform truck scales for a period not to exceed the next two working days, providing total weights of each batch are recorded on weight tickets and certified by a Licensed Public Weighmaster.

401.08 Hauling Equipment Units hauling HMA shall have tight, clean, and smooth metal bodies, which have been thinly coated with a small amount of approved release agent to prevent the mixture from adhering to the bodies. Release agents that dissolve or strip asphalts, including diesel fuel, will not be allowed.

All mix haul units shall have a cover of water repellent material capable of heat retention, which completely covers the mixture. The cover shall be securely fastened on the truck, unless unloading. Haul units shall have an opening on both sides near the midpoint of the body, at least 12 in above the bed, which will accommodate a thermometer stem.

401.09 Pavers The Contractor shall use pavers meeting the requirements of this section unless otherwise authorized by the Department. Pavers shall meet the requirements of Table 4: Paver Requirements.

TABLE 4: PAVER REQUIREMENTS

Use	Paver Requirement
Traveled Way & Auxiliary Lanes	Equipped with a 10 ft minimum main screed with activated extensions. The minimum tractor weight shall be 30,000 pounds.
	Equipped with automatic grade and slope controls that automatically adjust the screed and increase or decrease the layer thickness to compensate for irregularities in the preceding course. The controls shall maintain the proper transverse slope and be readily adjustable so that transitions and superelevated curves can be properly paved. The controls shall operate from a fixed or moving reference such as a grade wire or ski type device (floating beam) with a minimum length of 30 ft, a non-contact grade control with a minimum span of 24 ft, except that a 40 ft reference shall be used on interstate and divided highway projects. Unless approved by the Department, a single sensor “joint matcher” shall not be permitted.
All HMA Placement	Self-contained, self-propelled units of sufficient class and size to place Hot Mix Asphalt Pavement in full lane widths specified in the contract on the main line, shoulder, or similar construction.
	Equipped with a free-floating activated heated main screed with activated extensions. Pavers with extendible screeds shall have auger extensions and tunnel extenders as per the manufacturer’s recommendations, a copy of which shall be available if requested.
	Equipped with a receiving hopper with sufficient capacity for a uniform spreading operation and a distribution system to place the mixture uniformly, without segregation in front of the screed.
	Operated in such a manner as to produce a visually uniform surface texture and a thickness within the requirements of Section 401.11 - Surface Tolerances. The screed assembly shall produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture.
	Auger and tunnel extensions will be required as needed to complete the work. The distance between the auger/tunnel and the paver screed end-gate will be as specified by the manufacturer, but shall not exceed 24 inches.

The Contractor shall have the paver at the project site sufficiently before the start of paving operations to be inspected and approved by the Department. The Contractor shall repair or replace any paver found worn or defective, either before or during placement, to the satisfaction of the Department. Pavers that produce an unevenly textured or non-uniform mat will be repaired or replaced before continuing to place HMA on MaineDOT projects. On a daily basis, the Contractor shall perform density testing across that mat as detailed in Section 401.191 Quality Control - Method A, B & C.

401.10 Rollers Rollers shall be static steel, pneumatic tire, oscillatory, or approved vibrator type. Rollers shall be in good mechanical condition, capable of starting and stopping smoothly, and be free from backlash when reversing direction. Rollers shall be equipped and operated in such a way as to prevent the picking up of hot mixed material by the roller drums or tires. Crushing of the aggregate or displacement of the HMA during rolling will not be permitted. Any HMA Pavement that becomes loose, broken, contaminated, shows an excess or deficiency of PGAB, or is in any other way defective shall be removed and replaced at no additional cost with fresh material which shall be immediately compacted to conform to the adjacent area.

The Contractor shall repair or replace any roller found to be worn or defective, either before or during placement, to the satisfaction of the Department. Rollers that produce grooved, unevenly textured or non-uniform mat will be repaired or replaced before continuing to place HMA. The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option unless otherwise specified in the contract, provided specified density is attained and with the following requirements:

- a. On variable-depth courses, the first lift of pavement over gravel, reclaimed pavement, on irregular or milled surfaces, or on bridges, at least one roller shall be 16 ton pneumatic-tired. Pneumatic-tired rollers shall be equipped with skirting to minimize the pickup of HMA materials from the paved surface. When required by the Department, the roller shall be ballasted to 20 ton.
- b. Compaction with a vibratory or steel wheel roller shall precede pneumatic-tired rolling, unless otherwise authorized by the Department.
- c. Vibratory rollers shall not be operated in the vibratory mode on bridge decks.
- d. Any method, which results in cracking or checking of the mat, will be discontinued and corrective action taken.
- e. The use of an oscillating steel roller shall be required to compact all mixtures placed on bridge decks.

The maximum operating speed for a steel wheel or pneumatic roller shall not exceed the manufacturer's recommendations, a copy of which shall be available if requested.

401.11 Surface Tolerances The Department will check the following surface tolerances:

- a. Longitudinally: The pavement surface profile shall be free of deviations in excess of $\pm \frac{1}{4}$ inches from the required pavement surface profile grade. To verify the surface tolerance a straight plane shall be established using 16 foot straight edge or a taught string line placed parallel to the direction of travel and checked continuously across the width of the lane.
- b. Transversely: The pavement surface profile shall be free of deviations in excess of 0 inches below and $\frac{1}{4}$ inches above the required cross-sectional profile grade. To verify the surface tolerance a straight plane shall be established using a 10 foot straight edge or taught string line placed perpendicular to the direction of travel and checked continuously along the length of the lane.

The Contractor shall correct defective areas by removing defective work and replacing it with new material as directed by the Department. The Contractor shall furnish a 10 foot straightedge for the Department's use.

401.12 Preparation of Existing Surface The Contractor shall thoroughly clean the surface upon which Hot Mix Asphalt Pavement is to be placed of all objectionable material. When the surface of the existing base or pavement is irregular, the Contractor shall bring it to uniform grade and cross section. All surfaces shall have a tack coat applied prior to placing any new HMA course.

When covering portland cement concrete surfaces (concrete slabs, concrete backfill around utilities or as curb fill) the concrete shall be placed to a depth that allows for a minimum of 3 inches of a hot mix asphalt pavement over the concrete. The 3 inches of pavement may be comprised of base, shim and surface layer as may be specified in Special Provision 403. A triple application of tack coat, as a

minimum, shall be applied on concrete surfaces prior to any hot mix pavements being placed over the concrete.

Tack coat shall conform to the requirements of Section 409 – Bituminous Tack Coat, Section 702 – Bituminous Material, and all applicable sections of the contract.

401.13 Spreading and Finishing In areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the Contractor shall spread, rake, and lute the HMA with hand tools to provide the required compacted thickness. Release agents that dissolve or strip asphalts, including diesel fuel, will not be allowed. On roadways with adjoining lanes carrying traffic, the Contractor shall place each course per the conditions in Table 5, unless otherwise noted by the Department in Section 403 - Hot Mix Asphalt Pavement.

TABLE 5: PLACEMENT CONDITIONS FOR ADJOINING LANES

Depth (at centerline)	Placement Conditions
Vertical Longitudinal Joint	
¾" and less (incl. shim)	The Contractor may place the HMA course over the full single travel lane width for each production day.
1" to 1 ¼"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before weekend or holiday suspension. A maximum unmatched centerline joint of the project's 1 days' average production will be permitted over the weekend.
1 ½" to 2"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before the end of the following calendar day.
Greater than 2"	The Contractor shall place each course over the full width of the traveled way section being paved that day.
Notched-Wedge Longitudinal Joint	
1 ½" to 2"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before weekend or holiday suspension. A maximum unmatched centerline joint of the project's 1 days' average production will be permitted over the weekend.
Greater than 2"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before the end of the following calendar day.
Longitudinal Joints (<45 mph) *	
Greater than 2"	With use of a Notch-Wedge device, the Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before weekend or holiday suspension. A maximum unmatched centerline joint of the project's 1 days' average production will be permitted over the weekend.

* Longitudinal joint allowances for segments under 45 mph will only be permitted if the segment length is continuous for one mile or greater or the total length of the project is one mile or less.

Constructed wedge joints that degrade or break off will not qualify for the open joint duration as described above. The impacted area shall be matched up within 48 hours of notification by the Department. Prior to matching, the Contractor shall trim off the impacted area and construct a vertical joint. Failure to comply will result in an automatic Traffic Control Violation as per section 652.8.

The Contractor shall place the specified course over the full width of the mainline traveled way being paved, regardless of use, depth, or longitudinal joint type prior to Memorial Day, July 4th, Labor Day, paving suspensions exceeding three days, or other dates as specified by special provision.

The Contractor shall install additional warning signage that clearly defines the centerline elevation differential hazard. Unless otherwise addressed in the contract, the Contractor shall install additional centerline delineation such as a double application of raised pavement markers at 100 foot intervals, or temporary painted line. For any exposed vertical edge between the shoulder and traveled way, at a minimum, the use of temporary painted line, or RPMs placed along the edge of traveled way at 200 foot intervals is required. The Traffic Control Plan shall be amended to include this option and the additional requirements. All signs and traffic control devices will conform to Section 719.01, and Section 652, and will be installed prior to the work, at a maximum spacing of 0.50 mile for the entire length of effected roadway section. If this option is utilized, all additional signing, labor, traffic control devices, or incidentals will not be paid for directly, will be considered incidental to the appropriate 652 items.

When covering a portland cement concrete surface (concrete slabs, concrete backfill around utilities or as curb fill) a minimum of 3 inches of HMA pavement will be required over the concrete.

HMA shall be installed to match the surrounding pavement depth around utilities, structures, or when placing HMA as curb fill, up to 6 inches total unless otherwise directed in the project documents.

401.14 Hot Mix Asphalt Placement on Bridge Decks Hot mix asphalt pavement placed on bridges shall also conform to Section 508.04 and the following requirements:

- a. The minimum production and placement temperature for the Hot Mix Asphalt placed over membrane shall conform to the manufacturer's recommendations.
- b. The bottom course shall be placed with an approved rubber mounted paver of such type and operated in such a manner that the membrane waterproofing will not be damaged in any way.
- c. The top course shall not be placed until the bottom course has cooled sufficiently to provide stability.
- d. The Contractor will not be required to cut sample cores from the compacted pavement on the bridge deck, unless otherwise directed by Special Provision.
- e. After the top course has been placed, the shoulder areas shall be sealed 3 ft wide with two applications of an emulsified bituminous sealer meeting the requirements of Section 612.03 - Sealing and Section 702.12 - Emulsified Bituminous Sealing Compound. The first application shall be pre-mixed with fine, sharp sand, similar to mortar sand, as needed to fill all voids in the mix in the area being sealed. The second application may be applied without sand. The sealer shall be carried to the curb at the gutter line in sufficient quantity to leave a bead or fillet of material at the face of the curb. The area to be sealed shall be clean, dry and the surface shall be at ambient temperature. The furnishing and applying of the required quantity of sealer for the bridge shoulder areas shall be incidental to placing the hot mix asphalt pavement.
- f. The area between the edge of the membrane and the vertical surface of bridge curbing and concrete bridge headers shall be completely sealed with hot-applied asphaltsealant material, meeting the requirements of Type 4 or mastic crack seal. Sealant shall be applied to form a complete seal between the membrane and the vertical surface and shall extend up the vertical surface to within ½ inch of the top of the HMA wearing surface. This work shall be considered incidental to the contract pavement items unless 508 membrane items are included in the contract.

401.15 Compaction Immediately after the Hot Mix Asphalt Pavement has been spread, struck off, and any surface irregularities adjusted, the Contractor shall thoroughly and uniformly compact the HMA by rolling.

The Contractor shall roll the surface when the mixture is in the proper condition and when the rolling does not cause undue displacement, cracking, or shoving. The Contractor shall prevent adhesion of the HMA to the rollers or vibrating compactors without the use of fuel oil or other petroleum-based release agents. Solvents designed to strip asphalt binders from aggregates will not be permitted as release agents on equipment, tools, or pavement surfaces.

The Contractor shall immediately correct any displacement occurring as a result of the reversing of the direction of a roller or from other causes to the satisfaction of the Department. Any operation other than placement of variable depth shim course that results in breakdown of the aggregate shall be discontinued. Any new pavement that shows obvious cracking, checking, or displacement shall be removed and replaced for the full lane width as directed by the Resident at no cost to the Department.

Along forms, curbs, headers, walls, manhole and catch basin structures, and other places not accessible to the rollers, the Contractor shall thoroughly compact the HMA with mechanical vibrating compactors. The Contractor shall only use hand tamping in areas inaccessible to all other compaction equipment. On depressed areas, the Contractor may use a trench roller or cleated compression strips under a roller to transmit compression to the depressed area.

Any HMA that becomes unacceptable due to cooling, cracking, checking, segregation or deformation as a result of an interruption in mix delivery shall be removed and replaced with material that meets contract specifications at no cost to the Department.

For all items requiring pavement density testing, the Contractor shall cut 6-inch diameter cores at no additional cost to the Department by the end of the working day following paving. Cores shall be cut such that the nearest edge at least 9 inches from any joint. Pre-testing of the cores will not be allowed. If the Contractor and the Department mutually determine that a core is damaged, the Contractor shall cut new core(s) at the same offset and within 3 ft of the initial sample. The Contractor and the Department will mutually determine if underlying material is adhered to the core and if so will mark the core at the point where sawing is needed. The Department will place the cores in a secure container and the Contractor shall transport the cores to the designated MaineDOT lab. The cores will be saw cut by the Department to remove underlying layers. No recuts are allowed at a test location after the core has been tested.

On all sections of overlay with wearing courses designed to be 1 in or less in thickness, there shall be no pay adjustment for density otherwise noted in Section 403 - Hot Mix Asphalt Pavement. For overlays designed to be 1 in or less in thickness, density shall be obtained by the same rolling train and methods as used on mainline travelway surface courses with a pay adjustment for density, unless otherwise directed by the Department.

There shall be no pay adjustment for density on shoulders unless otherwise noted in Section 403 - Hot Mix Asphalt Pavement. Density for shoulders shall be obtained by the same rolling train and methods as used on mainline travelway, unless otherwise directed by the Department. Efforts to obtain optimum compaction will not be waived by the Department unless it is apparent during construction that local conditions make densification to this point detrimental to the finished pavement surface course.

401.16 Joints The Contractor shall construct wearing course transverse and longitudinal joints in such a manner that minimum tolerances shown in Section 401.11 - Surface Tolerances are met when measured with a straightedge. The paver screed shall maintain a uniform head of HMA during transverse and longitudinal joint construction. The HMA shall be free of segregation and meet temperature requirements outlined in Section 401.04. Transverse joints of the wearing course shall be straight and neatly trimmed. The Contractor may form a vertical face exposing the full depth of the course by inserting a header, by breaking the bond with the underlying course, or by cutting back with hand tools. The Contractor shall apply a coating of emulsified asphalt immediately before paving all joints to the vertical face and 3 in of the adjacent portion of any pavement being overlaid except those formed by pavers operating in echelon. The Contractor shall use an approved spray apparatus designed for covering a narrow surface. The Department may approve application by a brush for small surfaces, or in the event of a malfunction of the spray apparatus, but for a period of not more than one working day.

Where pavement under this contract joins an existing pavement, or when the Department directs, the Contractor shall cut the existing pavement along a smooth line, producing a neat, even, vertical joint. The Department will not permit broken or raveled edges. The cost of all work necessary for the preparation of joints is incidental to related contract pay items. Longitudinal joints shall be generally straight to the line of travel and constructed in a manner that best ensure joint integrity. Methods or activities that prove detrimental to the construction of straight, sound longitudinal joints will be discontinued.

The Contractor may utilize an approved notched wedge joint device on all HMA layers 1 ½ inches in depth or greater. A notched wedge joint shall be constructed as shown in Figure 1 using a device that is attached to the paver screed and is capable of independently adjusting the top and bottom vertical notches.

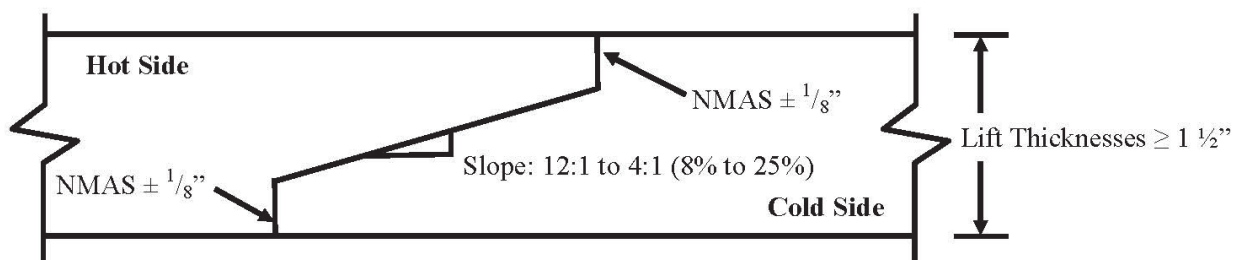


FIGURE 1: Notched Wedge Joint

Notes

1. An emulsified tack coat shall be applied to the vertical edges and the wedge surface so that the total rate is 0.05 G/SY plus the normal specified rate prior to placing the adjacent layer. The Contractor may elect to apply the emulsified tack coat in one or multiple passes.
2. Dimensions shown are compacted depths (after rolling is complete).

The Department reserves the right to have centerline cores cut by the Contractor's QC personnel for informational purposes to monitor the density along the joint. Informational cores at the centerline joint will be taken centered over the tapered part of the wedge joint.

Any notched wedge joint constructed areas that become cracked or broken shall be trimmed back to the limits affected prior to placing the adjoining lane. Any materials that become unbound or separated from the wedge or tapered joint section, or contaminated by materials determined by the Department as being detrimental to the construction of a sound construction joint, shall be removed by sweeping, compressed air and lance, or by hand tools as required. This work, if necessary, will not be paid for directly, but shall be considered incidental to the related contract items.

The Contractor shall apply a coating of emulsified asphalt on the vertical and tapered surface of the longitudinal centerline joint immediately before paving if the notched wedge joint device is used.

The total rate of application shall be 0.050 G/SY plus the normal specified tack coat rate. The Contractor shall use an approved spray apparatus designed for covering a narrow surface. The Department may approve application by a brush for small surfaces.

401.17 Hot Mix Asphalt Documentation The Contractor and the Department shall agree on the amount of Hot Mix Asphalt Pavement that has been placed each day. All delivery slips shall conform to the requirements of 401.078.

401.18 Prepave Meeting Prior to placing any mix, the Department and the Contractor shall hold a Pre-paving conference to discuss the paving schedule, source of mix, type and amount of equipment to be used, sequence of paving pattern, rate of mix supply, random sampling, project lots and sublots and traffic control. A copy of the density QC random numbers to be used on the project shall be provided to the Resident. The Departments' random numbers for Acceptance testing shall be generated and on file with the Resident and the Project Manager. All personnel of the Department and the Contractor who have significant information relevant to the paving items shall attend, including the responsible onsite paving supervisor for the Contractor. The Resident will prepare minutes of the conference and distribute them to all attendees. Any requests to revise the minutes must be made to the Resident within 7 Days of Receipt. These minutes will constitute the final record of the Pre-paving conference. On the first day of paving and whenever there is a change in the onsite paving foreman or paving inspector, the Department and the Contractor shall hold an informal onsite meeting to review the minutes of the Pre-paving conference, Project Specific QCP, Plans, Typicals, Special Provisions and communication process. This meeting shall be held prior to placing any mix and, at minimum, shall occur yearly for multi-year contracts. The onsite paving supervisor, QCT, Superintendent, Resident and/or paving inspector shall attend.

401.19 Contractor Quality Control – Method A, B, C & D

The Contractor shall operate in accordance with the approved Quality Control Plan (QCP) to assure a product meeting the contract requirements. The Contractor shall not begin paving operations until the Department approves the QCP in writing.

401.191 Quality Control The QCP shall meet the requirements of Section 106.6 – Acceptance and this Section. The QCP shall address any items that affect the quality of the Hot Mix Asphalt Pavement, and shall include the following personnel meeting these minimum requirements:

- a. QCP Administrator – The QCP Administrator must be a full-time employee of or a consultant engaged by the Contractor or paving subcontractor. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful operation of the QCP. The QCP Administrator (or their designee in the QCP Administrator’s absence) shall be available to communicate with the Department at all times.
 - For items accepted under Methods A and B, the QCP Administrator shall be certified as a Quality Assurance Technologist (QAT) by NETTCP.
 - For items accepted under Methods C and D, the QCP Administrator shall be certified by NETTCP as a Quality Assurance Technologist (QAT), Plant Technician, or Paving Inspector.
- b. Process Control Technician(s) (PCT) shall utilize test results and other quality control practices to assure the quality of aggregates and other mix components and control proportioning to meet the JMF(s). The PCT shall inspect all equipment used in mixing to assure it is operating properly and that mixing conforms to the mix design(s) and other Contract requirements, and that delivery slips and plant recordation accurately reflects the mix being produced with all the required information. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than one PCT is required. The Plan shall include the criteria to be utilized by the PCT to correct or reject unsatisfactory materials. The PCT shall be certified as a Plant Technician by the NETTCP.
- c. Quality Control Technician(s) (QCT) shall perform and utilize quality control tests at the job site to assure that delivered materials meet the requirements of the JMF(s). The QCT shall inspect all equipment utilized in transporting, laydown, and compacting to assure it is operating properly and that all laydown and compaction conform to the Contract requirements. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than one QCT is required. The QCP shall include the criteria utilized by the QCT to correct or reject unsatisfactory materials. The QCT shall be certified as a Paving Inspector by the NETTCP.

The QCP shall detail the coordination of the activities of the Plan Administrator, the PCT and the QCT. The Project Superintendent shall be named in the QCP, and the responsibilities for successful implementation of the QCP shall be outlined.

The QCP shall address any items that affect the quality of the Hot Mix Asphalt Pavement including, but not limited to, the following:

a. General Requirements:

- Job Mix Formulas (JMFs)
- Name of QCP Administrator, and certification number
- Description of corrective action process
- Disposition of defective material
- A procedure to take immediate possession of acceptance samples once released by MaineDOT and deliver said samples to the designated acceptance laboratory.
- Type of release agent to be used on haul units, tools and rollers.
- A note stating that the use of petroleum-based fuel oils, such as diesel or kerosene, or asphalt stripping solvents will not be permitted.

b. Process Control Requirements: Each Hot Mix Asphalt plant shall have a Plant Specific Process Control Plan. At minimum the plan shall include:

- Name of Plant Specific Process Control Technician(s) and certification number(s)
- Hot mix asphalt plant details
- Stockpile Management
- Mixing & transportation
- Silo management and details
- A detailed description of RAP processing, stockpiling and introduction into the plant
- PG Binder management:
 - Tanks and storage (including polymer modified binders if applicable)
 - Binder temperature
 - Sample points
 - Method to ensure mixture contains the specified binder grade
 - Additive introduction details if introduced at the plant
- Testing and inspection plan for control of aggregates and RAP
- Mix Testing and inspection plan

c. Quality Control Requirements – Method A & B:

- Name of Quality Control Technicians(s) and certification number(s)
- Laydown operations
- Longitudinal joint construction including the tacking of all joints.
- Procedures for avoiding paving in inclement weather
- Compaction of shoulders
- Methods to ensure that segregation is minimized
- Procedures to determine the maximum rolling and paving speeds based on best engineering practices and past experience in achieving acceptable pavement smoothness.
- Sequence for paving around drainage structures, under guard rail, around curb, at bridges, intersections, drives and minor approaches to ensure proper compaction, finish, and drainage.

d. Quality Control Requirements – Method C and D:

- Name of QCP Administrator and certification number(s) as specified in Section 401.19.
- Name of Process Control Technicians(s) and certification number(s).
- Name of Quality Control Technicians(s) and certification number(s).
- Anticipated Compaction Temperature Zones for each roller zoneduring placement.
- Mix TMD to be used for density gauge setting for method spec density work
- Procedures for avoiding paving in inclement weather.

The Contractor shall also supply a Laydown Operation Plan that addresses sequence of work, layout of work, longitudinal joint construction, compaction of shoulders, methods to minimize segregation, and procedures to achieve acceptable pavement smoothness.

For each production day, a summary of each day's results, including a daily paving report, summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and the number of roller passes, shall be recorded and signed by the QCT and presented to the Department's representative by 1 PM the following working day.

Unless otherwise noted in Section 403 – Hot Mix Asphalt Pavement, the Contractor shall submit a modified QC Plan every year detailing, how the mix is to be placed, what equipment is to be used, and what HMA plant is to be used for Items covered under the Plan. All mix designs (JMF) shall be approved and verified by MaineDOT prior to use.

The Contractor shall certify the mix and the test results for each item by a Certificate of Compliance.

The Contractor shall have a testing lab at the plant site, equipped with all testing equipment necessary to complete the tests in Table 6. The Contractor shall generate QC sampling random numbers for each approved mix design every year. A copy of the random numbers shall be emailed to the QC.mainedot@maine.gov email address and remain on-file (in print) and be available for inspection at the QC laboratory. The Contractor shall sample, test, and evaluate Hot Mix Asphalt Pavement in accordance with the minimum frequencies per each approved mix design.

TABLE 6: MINIMUM QUALITY CONTROL FREQUENCIES

Test or Action	Frequency	Test Method
Temperature of mix	6 per day at street and plant	-
Temperature of mat	4 per day	-
%TMD (In-Place Density - Surface)	1 per 125 ton	AASHTO T 355 or AASHTO T 343
%TMD (In-Place Density - Base)	1 per 250 ton	AASHTO T 355 or AASHTO T 343
Fines / Effective Binder	1 per 500 ton	AASHTO T 312*
Gradation	1 per 500 ton	AASHTO T 30
PGAB Content	1 per 500 ton	AASHTO T 164 or AASHTO T 308
Voids at N_{design}	1 per 500 ton	AASHTO T 312*
VMA at N_{design}	1 per 500 ton	AASHTO T 312*
Rice Specific Gravity	1 per 500 ton	AASHTO T 209
Percent Fractured Particles	1 per 5,000 ton	AASHTO T 335
Flat and Elongated Particles	1 Per 5,000 ton	ASTM D4791
Fine Aggregate Angularity	1 Per 5,000 ton	AASHTO T 304

The Contractor shall monitor plant production on each approved mix design using running average of three control charts as specified in Section 106 - Quality. Control limits shall be as noted in Table 7 below. The UCL and LCL, shall not exceed the allowable gradation control points for the particular type of mixture as outlined in Table 1 of Section 703.09.

TABLE 7: CONTROL LIMITS

Property	UCL and LCL
Percent Passing 4.75 mm and larger sieves	Target +/- 4.0
Percent Passing 2.36 mm sieve	Target +/- 2.5
Percent Passing 0.075 mm sieve	Target +/- 1.0
PGAB Content	Target +/- 0.25
VMA at N_{design}	LCL = LSL + 0.2
Voids at N_{design}	JMF Target +/- 1.2
Theoretical Maximum Specific Gravity	JMF Target +/- 0.020

The Contractor shall submit all QC test and inspection reports and updated control charts to the Resident and QC.mainedot@maine.gov by email. The reports and updated control charts shall be signed by the appropriate technician and be submitted to the Department by 1:00 P.M. on the next working day, except when otherwise noted in the QCP and approved by the Department.

The Contractor shall also retain splits of the previous 5 QC tests, with QC results enclosed for random selection and testing by the Department. Test results of splits that do not meet the Dispute Resolution

Variance Limits in Table 18 shall trigger an investigation by the MaineDOT Independent Assurance Unit and may result in that lab losing NETTCP certification and the ability to request a dispute [Section 401.50 - Process for Dispute Resolution].

The Contractor shall make density test results, including randomly sampled densities, available to the Department onsite. Summaries of each day's results, including a daily paving report summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and the number of roller passes, shall be recorded and signed by the QCT and provided to the QC.mainedot@maine.gov email address and Resident in writing by 1:00 p.m. the next working day. The Contractor shall fill all holes in the pavement resulting from cutting cores by the Contractor or the Department with a properly compacted, acceptable mixture no later than the following working day. Before filling, the Contractor shall carefully clean the holes and apply a coating of emulsified asphalt. The Contractor may only cut additional cores for verification of the densometer, at a rate not to exceed 3 per day or 2 per 1000 ton placed.

If the Contractor's control chart shows the process for a given mix design to be out of control (defined as a single point outside of the control limits on the running average of three chart) on any property listed in Table 7: Control Limits, the Contractor shall notify the Resident of all affected projects in writing of the corrective action by 1:00 PM the next working day. The written description shall detail what action is being taken by the Contractor to bring the property in question back within control limits. Subsequent quality control results are expected to demonstrate an improvement and regression towards the aim. The Department reserves the right to take action, to include cessation of production, in the case of repeated results outside the Table 7 control chart control limits.

On a daily basis, or whenever equipment type or sequence is modified, the Contractor shall perform density testing across the mat being placed, prior to being compacted by equipment at 12 in intervals. If the density values vary by more than 2.0% from the mean, the Contractor shall make adjustments to the screed until the inconsistencies are remedied. Failure to replace or repair defective placement equipment may result in a letter of suspension of work and notification of a quality control violation resulting in possible monetary penalties as governed by Section 106 – Quality.

The Contractor shall cease paving operations whenever one of the following occurs:

- a. The quality level for density using all quality control tests for the current Lot is less than 60 PWL.
- b. The Coarse Aggregate Angularity or Fine Aggregate Angularity value falls below the requirements of Section 703.07, Table 3: Aggregate Consensus Properties Criteria for the design traffic level.
- c. The Flat and Elongated Particles value exceeds 10% by ASTM D4791.
- d. There is any visible damage to the aggregate due to over-densification other than on variable depth shim courses.
- e. The Contractor fails to follow the approved QCP.

The Contractor shall notify the Resident in writing as to the reason for shutdown, as well as the corrective action, by the end of the workday. Failure to do so will be treated as a second incident under 106.4.6 QCP Non-compliance. The Department will only allow the continuation of paving operations when it is satisfied the corrective action will result in an improvement in results. The Department may require the submittal of a passing verification sample to allow further production. The Department

retains the exclusive right, with the exception of the first day's production of a new JMF, to determine whether the resumption of production involves a significant change to the production process. If the Department so determines, then the current lot will be terminated, a pay factor established, and a new lot will begin.

The Contractor may utilize innovative equipment or techniques not addressed by the Contract documents to produce or monitor the production of the mix, subject to approval by the Department.

401.192 Quality Control and Acceptance for Item 403.209 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size, (sidewalks, drives, islands & incidentals) and visual acceptance items Item 403.209 will be accepted under method D acceptance unless otherwise noted in the 403 special provision. A QCP, certified QC personnel, or Prepave Meeting shall not be required for Item 403.209 - Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (sidewalks, drives, islands & incidentals) when accepted under either visual acceptance or under Method D acceptance unless otherwise specified in the 403 SP. An approved JMF shall be provided to the Resident prior to placement.

401.20 Acceptance Method A & C These methods utilize Quality Level Analysis and pay factor specifications. For Hot Mix Asphalt Pavement designated for acceptance under Quality Assurance provisions, the Department will sample once per subplot on a statistically random basis, test, and evaluate in accordance with the Acceptance Properties as outlined in Table 8:

TABLE 8: ACCEPTANCE PROPERTIES – METHOD A & C

Properties	Point of Sampling	Test Method
Gradation	Paver Hopper	AASHTO T 30
PGAB Content	Paver Hopper	AASHTO T 308
% TMD (In-Place Density)	Mat behind all Rollers	AASHTO T 269
Voids at N _{design}	Paver Hopper	AASHTO T 312
VMA at N _{design}	Paver Hopper	AASHTO T 312
Fines to Effective Binder	Paver Hopper	AASHTO T 312
VFB	Paver Hopper	AASHTO T 312

The Department will obtain samples of Hot Mix Asphalt Pavement in conformance with AASHTO R 97, Sampling Asphalt Mixtures, and the MaineDOT Policies and Procedures for HMA Sampling and Testing. The Contractor shall transport the samples in containers provided by the Department to the designated MaineDOT Laboratory within 48 hours except when otherwise noted in the project specific QCP or as directed by the Resident. Failure to deliver an acceptance sample to the designated acceptance laboratory will be considered the second incident under 106.4.6–QCP Non-Compliance.

Target values shall be as specified in the JMF. The Department will withhold reporting of the test results for the Acceptance sample until 7:00 AM, on the second working day of receipt of the sample, or after receipt of the Contractors results of the Acceptance sample split. Upon conclusion of each lot being evaluated under quality level analysis, where there is a minimum of four sublots, results shall be examined for statistical outliers, as stated in Section 106.7.2 - Statistical Outliers.

Lot sizes and subplot sizes shall be determined as outlined in Table 9.

TABLE 9: LOT AND SUBLOT SIZES – METHOD A & C

Lot Size*	Entire production per item per contract per year up to 6000 ton
Maximum Sublot Size – Mix	750 ton
Maximum Sublot Size – Density	Surface Layers – 250 ton Base / Intermediate Layers – 500 ton
Minimum Number of Samples – Mix	Four
Minimum Number of Samples – Density	Five

*General – Lot and Sublot size may be adjusted to accommodate the work scope and schedule, or as otherwise agreed upon at the Prepave Meeting

If there is less than one-half of a subplot remaining at the end of production for the year, then it shall be combined with the previous subplot. If there is more than one-half subplot remaining at the end of production for the year, then it shall constitute the last subplot and shall be represented by test results. If it becomes apparent partway through a Lot that, due to an underrun, there will be insufficient mix quantity to obtain the minimum number of sublots needed, the Resident may adjust the size of the remaining sublots and select new sample locations based on the estimated quantity of material remaining in the Lot. Unanticipated over-runs of up to 1500 ton shall be rolled into the last lot. Cases where the lot is terminated prior to reaching completion shall be handled in accordance with Section 106.7.3 Early Termination of Lots. In cases where a density incentive/disincentive provision apply, additional cores shall be taken to attain a minimum of three for the Lot.

Isolated Areas During the course of inspection, should it appear that there is an isolated area that is not representative of the lot based on a lack of observed compactive effort, excessive segregation, a change in process or any other questionable practice, that area may be isolated and tested separately. An area so isolated that has a calculated pay factor below 0.80 for Method A, based on three random tests shall be removed and replaced at the expense of the Contractor for the full lane width and a length not to be less than 150 ft.

TABLE 10: ACCEPTANCE LIMITS – METHOD A & C

Property	USL and LSL	
	Method A	Method C
Percent Passing 4.75 mm and larger sieves	Target +/- 7%	Target +/- 7%
Percent Passing 2.36 mm to 1.18 mm sieves	Target +/- 4%	Target +/- 5%
Percent Passing 0.60 mm sieve	Target +/- 3%	Target +/- 4%
Percent Passing 0.30 mm to 0.075 mm sieve	Target +/- 2%	Target +/- 2%
PGAB Content	Target +/- 0.4%	Target +/- 0.4%
Voids at N_{design}	4.0% +/- 1.5%	N/A
Fines to Effective Binder	0.9 +/- 0.3	N/A
VMA at N_{design}	LSL from Table 1	N/A
VFB	Table 1 plus a 4% production tolerance for USL	N/A
% TMD (In-place Density)	94.5% +/- 2.5%	94.5% +/- 2.5%

Cease Production The Contractor shall cease paving operations whenever one of the following occurs on a lot in progress:

TABLE 11: CEASE PRODUCTION – METHOD A & C

Property	Percent Within Limits (PWL)	
	Method A	Method C
Percent Passing NMAS sieve*	<60 PWL	<60 PWL
Percent Passing 2.36 mm sieve*		
Percent Passing 0.30 mm sieve*		
Percent Passing 0.075 mm sieve*		
PGAB Content		N/A
Voids at N _{design}		
Fines to Effective Binder*		
VMA at N _{design}		
VFB		
% TMD (In-place Density)		<60 PWL

*Paving operations shall not be required to cease if the mean test value is equal to the LSL or USL and $s = 0$.

In cases where the Contractor is to cease paving operations based upon an Acceptance result or payfactor, the Contractor will submit a corrective action plan to the Department. The Department will only allow the continuation of paving operations when it is satisfied the corrective action will result in an improvement in results. The Department may require the submittal of a passing verification sample to allow further production.

401.201 Pay Adjustment - Method A & C The Department will use the following criteria for pay adjustment at the completion of the Lot using the pay adjustment factors under Section 106.7 - Quality Level Analysis.

Density Upon conclusion of each lot, density results shall be examined for statistical outliers as stated in Section 106.7.2. If the pay factor for Density falls below 0.80, all of the cores will be randomly re-cut by Sublot. A new pay factor will be calculated that combines all initial and retest results. If the resulting pay factor is below 0.80, the entire Lot shall be removed and replaced with material meeting the specifications at no additional cost to the Department, except that the Department may, when it appears that there is a distinct pattern of defective material, isolate any defective material by investigating each mix sample subplot and require removal of defective mix sample sublots only, leaving any acceptable material in place if it is found to be free of defective material. Pay factors equal to or greater than the reject level will be paid accordingly.

Mix Properties The Department will determine a pay factor (PF) using the applicable Acceptance Limits. If all three pay factors for PGAB Content, VMA at N_{design}, and Voids at N_{design} fall below 0.80 for Method A, then the composite pay factor for PGAB Content, VMA at N_{design}, and Voids at N_{design} shall be 0.50.

The following variables will be used for pay adjustment:

PA = Pay Adjustment
 Q = Quantity represented by PF in ton
 P = Contract price per ton
 PF = Pay Factor

The Department will determine a pay adjustment using Table 12: Pay Adjustment Calculations as follows:

TABLE 12: PAY ADJUSTMENT CALCULATIONS – METHOD A & C

Acceptance Method	Mix Properties / Gradation	Density
Method A	$PA = (\text{Voids @ } N_d \text{ PF} - 1.0)(Q)(P) \times 0.20 + (\text{VMA @ } N_d - 1.0)(Q)(P) \times 0.20 + (\text{PGAB Content PF} - 1.0)(Q)(P) \times 0.10$	$PA = (\text{density PF} - 1.0)(Q)(P) \times 0.50$
Method C	$PA = (\% \text{ Passing Nom. Max PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 2.36 mm PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 0.30 mm PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 0.075 mm PF} - 1.0)(Q)(P) \times 0.10 + (\text{PGAB Content PF} - 1.0)(Q)(P) \times 0.25$	$PA = (\text{density PF} - 1.0)(Q)(P) \times 0.50$

In addition, for 9.5 mm NMAS mixtures the following pay adjustment shall also apply:

The average percent passing for the 0.075 mm sieve shall be evaluated for each Lot. If the average is greater than 6.5%, a pay adjustment according to Table 13 below shall apply in addition to the other pay adjustments for the given method of testing.

TABLE 13: 0.075 MM SIEVE PAY ADJUSTMENT

Average Percent Passing 0.075 mm Sieve	Pay Adjustment
6.6% - 7.0%	-5%
> 7.0%	-10%

The Department shall notify the Contractor whenever the average of at least three samples in a given Lot is greater than 6.5%.

401.21 Acceptance Method B & D Unless otherwise stated in the 403 special provision, the Lot shall be the entire mix quantity per item per contract per year. The Department will sample once per subplot per pay item on a statistically random basis, test, and evaluate in accordance with the Acceptance Properties in Table 14. The Department will obtain samples of Hot Mix Asphalt Pavement in conformance with AASHTO R 97, Sampling Asphalt Mixtures, and the MaineDOT Policies and Procedures for HMA Sampling and Testing. The Contractor shall transport the samples in containers provided by the Department to the designated MaineDOT Laboratory within 48 hours except when otherwise noted in the project specific QCP or as directed by the Resident. Failure to deliver an acceptance sample to the designated acceptance laboratory will be considered the second incident under 106.4.6–QCP Non-Compliance. Target values shall be as specified in the JMF. The Department will withhold reporting of the test results for the Acceptance sample until 7:00 AM, on the second working day of receipt of the sample, or after receipt of the Contractors results of the Acceptance sample split.

TABLE 14: ACCEPTANCE PROPERTIES – METHOD B & D

Properties	Point of Sampling		Test Method
	Method B	Method D	
Gradation	Paver Hopper	Paver Hopper or Truck	AASHTO T 30
PGAB Content	Paver Hopper	Paver Hopper or Truck	AASHTO T 308
% TMD (In-Place Density)	Mat behind all Rollers	Mat behind all Rollers	AASHTO T 269
Voids at N_{design}	Paver Hopper	N/A	AASHTO T 312
VMA at N_{design}	Paver Hopper	N/A	AASHTO T 312
Fines to Effective Binder	Paver Hopper	N/A	AASHTO T 312
VFB	Paver Hopper	N/A	AASHTO T 312

TABLE 15: LOT AND SUBLOT SIZES – METHOD B & D

Lot Size*	Entire mix quantity per item per contract per year
Maximum Sublot Size – Mix	250 ton (Max 4 Sublots)
Sublot Size – Density	125 ton (Max 5 Sublots)

*General – Lot and Sublot size may be adjusted to accommodate the work scope and schedule, or as otherwise agreed upon at the Prepave Meeting

If there is less than one-half of a sublot remaining at the end of production for the year, then it shall be combined with the previous sublot. If there is more than one-half sublot remaining at the end of production for the year, then it shall constitute the last sublot.

TABLE 16: ACCEPTANCE LIMITS – METHOD B & D

Property	USL and LSL	
	Method B	Method D
Percent Passing 4.75 mm and larger	Target +/- 7%	Target +/- 7%
Percent Passing 2.36 mm sieve	Target +/- 5%	Target +/- 7%
Percent Passing 1.18 mm sieve	Target +/- 5%	Target +/- 5%
Percent Passing 0.60 mm sieve	Target +/- 4%	Target +/- 4%
Percent Passing 0.30 mm sieve	Target +/- 3%	Target +/- 3%
Percent Passing 0.075 mm sieve	Target +/- 3%	Target +/- 3%
PGAB Content	Target +/- 0.5%	Target +/- 0.5%
Voids at N_{design}	4.0% +/- 2.0%	N/A
Fines to Effective Binder	0.9 +/- 0.3	N/A
VMA at N_{design}	LSL from Table 1	N/A
VFB	Table 1 plus a 4% production tolerance for USL	N/A
% TMD (In-place Density)	94.5% +/- 2.5%	LSL of 92.0%

The Contractor shall cease paving operations whenever two consecutive Method B or D tests fall outside specification limits on the same property. The Contractor will submit a corrective action plan to the Department. The Department will only allow the continuation of paving operations when it is satisfied the corrective action will result in an improvement in results. The Department may require the submittal of a passing verification sample to allow further production.

401.211 Pay Adjustment - Method B & D For items accepted under Method B or D, if the mix is within the tolerances listed in Table 16, the Department will pay the contract unit price. Otherwise, pay adjustments as shown in Table 17 shall be applied to the quantity of mix represented by the test. The Contractor shall cut one 6 in core per sublot unless otherwise noted in Section 403 - Hot Mix Asphalt Pavement. If the density result is not within the specified limits the disincentive shall apply. If the sublot density is less than 88.5 percent or greater than 99.0 percent of the sublot TMD, two additional cores shall be cut at random locations determined by the Department. If either of the additional cores has a density less than 88.5 percent or greater than 99.0 percent of the sublot TMD, the sublot shall be removed and replaced at no cost to the Department; otherwise, the average of the three cores will be used to determine the sublot pay adjustment.

TABLE 17: PAY ADJUSTMENTS – METHOD B & D

Property	Method B		Method D	
Percent Passing 2.36 mm sieve	N/A		-2.0%	
Percent Passing 0.30 mm sieve	N/A		-1.0%	
Percent Passing 0.075 mm sieve	-2.0%		-2.0%	
PGAB Content	-5.0%		-5.0%	
Voids at N _{design}	-3.0%		N/A	
% TMD (In-place Density)	91.5% - 91.9% or 97.1% - 97.5%	-5.0%	91.5% - 91.9%	-5.0%
	90.5% - 91.4% or 97.6% - 98.5%	-10.0%	90.5% - 91.4%	-10.0%
	89.5% - 90.4% or 98.6% - 99.0%	-20.0%	89.5% - 90.4%	-20.0%
	88.5% - 89.4%	-30.0%	88.5% - 89.4%	-30.0%
	<88.5% or >99.0%	Reject	<88.5% or >99.0%	Reject

401.30 Method of Measurement The Department will measure Hot Mix Asphalt Pavement by the ton in accordance with Section 108.1 - Measurement of Quantities for Payment.

401.40 Basis of Payment The Department will pay for the work, in place and accepted, in accordance with the applicable sections of this Section, for each type of HMA specified.

The Department will pay for the work specified in Section 401.12, for the HMA used, except that cleaning objectionable material from the pavement and furnishing and applying bituminous material to joints and contact surfaces is incidental. Payment for this work under the appropriate pay items shall be full compensation for all labor, equipment, materials, and incidentals necessary to meet all related contract requirements, including design of the JMF, implementation of the QCP, obtaining core samples, transporting cores and samples, filling core holes, applying emulsified asphalt to joints, and providing testing facilities and equipment. The Department will make a pay adjustment for quality as specified in Section 401.20 Acceptance Method A & B or 401.21 Acceptance Method C & D.

401.50 Process for Dispute Resolution At the time of Hot-Mix Asphalt sampling, the Department will obtain a split sample of each Acceptance test random sample for possible dispute resolution testing. The Contractor shall also obtain a split sample of the HMA at this same time. If the Contractor wishes to retain the option of requesting dispute testing of the initial Acceptance sample, the Contractor will test their split of the Acceptance sample in accordance with applicable AASHTO procedure and accepted supplemental practice as described in the Department's HMA Sampling and Testing Policies and Procedures manual. The Contractor shall report their results to the Resident, with a copy to Contractor.mainedot@maine.gov by 7:00 AM, on the second working day from time of QA sampling, otherwise dispute resolution will not be initiated. The Department's dispute resolution split sample will be properly labeled and stored for a period of at least two weeks after it has been reported, or until the sample is tested. The properties eligible for dispute and the respective variances are shown in Table 18.

The Contractor may dispute the Department's Acceptance results and request that the dispute resolution split sample be tested by notifying the Department's Resident and QA Engineer in writing within two working days after the results of the Acceptance test are reported. The following shall be provided in the request:

- Acceptance sample reference number
- The specific test result(s) or property(ies) being disputed, and
- The complete, signed report of the Contractor's testing (In a lab certified by the NETTCP and MaineDOT) of their split of the Acceptance sample indicating that the variances in Table 18 for the specific test result(s) or property(ies) were met or exceeded.

TABLE 18: DISPUTE RESOLUTION VARIANCE LIMITS

Property	Method A & B	Method C & D*	Variance Limits
PGAB Content	Yes	Yes	+/- 0.4%
G _{mb}	Yes	No	+/- 0.030
G _{mm}	Yes	Only if referenced to a Core	+/- 0.020
Voids at N _{design}	Only if G _{mb} or G _{mm} is not disputable	No	+/- 0.8%
VMA at N _{design}	Only if G _{mb} or G _{mm} is not disputable	No	+/- 0.8%
Percent Passing 4.75 mm and larger sieves	No	Yes^	+/- 4.0%
Percent Passing 2.36 mm to 0.60 mm sieves	No	Yes^	+/- 3.0%
Percent Passing 0.30 mm to 0.15 mm sieves	No	Yes^	+/- 2.0 %
0.075 mm sieve	Only for 9.5 mm NMAS mixes	Yes	+/- 0.8%

*Disputes will not be allowed on Item 403.209

^Disputes will only be allowed on Sieve Sizes used for pay adjustment calculations

The value of any disputed result or property reported for the initial Acceptance sample shall stand if the value reported for the dispute resolution sample is not closer to the value the Contractor reported for their split sample than to the value reported for the initial Acceptance sample. If the value reported for the dispute resolution falls precisely half-way between the other two values the value reported for the dispute resolution will replace the original acceptance value. Otherwise, the value reported for the dispute resolution sample will replace the value reported for the initial Acceptance sample and will be used to re-calculate any other affected results or properties.

SECTION 402 - PAVEMENT SMOOTHNESS

402.00 Smoothness Projects Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Hot Mix Asphalt Pavement.

402.01 Pavement Smoothness The final pavement surface shall be evaluated for smoothness using a Class I or Class II profiler as defined by ASTM E950 (94). Smoothness measurements will be expressed in terms of the International Roughness Index (IRI) as defined by the World Bank, in units of inches/mile.

402.02 Lot Size Lot size for smoothness will be 3000 lane-feet. A subplot will consist of 50 lane-feet. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If equal to or greater than one-half the normal lot size, it will be tested as a separate lot.

402.03 Acceptance Testing The Department will conduct Acceptance testing following completion of the surface course. Sections to be excluded from testing include the following:

- Bridge decks and joints (no smoothness measurements will be taken within 100 ft of bridge joints)
- Acceleration and deceleration lanes
- Shoulders and ramps
- Side streets and roads
- Within 100 ft of transverse joints at the beginning and end of the project
- Within 100 ft of railroad crossings
- Urban areas with speed limits of 30 mph or lower

Each lot shall have 2 measurements made in each wheel path. The average of the 4 measurements will determine the smoothness for that lot. The smoothness measurements will be statistically evaluated for pay factors as described in Subsection 106.7 - Quality Level Analysis, using the specification limits shown below.

TABLE 1: ACCEPTANCE LIMITS

Level	USL
I	55 in/mile
II	65 in/mile
III	75 in/mile

Computation of Smoothness Pay Adjustment:

$PA = (PF - 1.0)(Q)(P)$ where:

Q = Quantity of surface course in the Lot (excluding shoulders, side streets, bridge decks, ramps, acceleration and deceleration lanes)

PF = smoothness pay factor for the Lot

P = Contract unit price for surface pavement

PA = pay adjustment

402.04 Unacceptable Work In the event that any Lot is found to have a pay factor less than 0.80, the Contractor shall take whatever remedial action is required to correct the pavement surface in that Lot at no additional expense to the Department. Such remedial action may include but is not limited to removal and replacement of the unacceptable pavement. In the event remedial action is necessary, the Contractor shall submit a written plan to the Resident outlining the scope of the remedial work. The Resident must approve this plan before the remedial work can begin. Following remedial work, the Lot shall be retested, and will be subject to the specification limits listed above. The resulting pay factor, if within the acceptable range, will be used in the final pay adjustment. The Contractor shall pay the cost of retesting the pavement following corrective action.

Localized surface tolerance defects will be subject to the provisions outlined in Section 401.11 Surface Tolerances.

Payment will be made under:

Pay Item

402.10 Incentive/Disincentive - Pavement Smoothness

Pay Unit

Lump Sum

SECTION 403 - HOT MIX ASPHALT PAVEMENT

403.01 Description This work shall consist of constructing one or more courses of Hot Mix Asphalt pavement on an approved base in accordance with these specifications, and in reasonably close conformity with the lines, grades, thickness and typical cross sections shown on the plans or established. The HMA pavement shall be composed of a mixture of aggregate, filler if required, and asphalt material.

403.02 General The materials and their use shall conform to the requirements of Section 401 - Hot Mix Asphalt Pavement.

403.03 Construction The construction requirements shall be as specified in Section 401 - Hot Mix Asphalt Pavement.

403.04 Method of Measurement Hot mix asphalt pavement will be measured as specified in Section 401.21- Method of Measurement.

403.05 Basis of Payment The accepted quantities of hot mix asphalt pavement will be paid for at the contract unit price per ton for the mixtures, including hot mix asphalt material complete in place. Method A, Method B, Method C and Method D shall be used for acceptance as specified in Section 401 - Hot Mix Asphalt Pavements. (See Complementary Notes, Section 403 - Hot Mix Asphalt Pavement, for Method location).

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
403.102 Hot Mix Asphalt Pavement for Special Areas	Ton
403.206 Hot Mix Asphalt, 25 mm Nominal Maximum Size	Ton
403.207 Hot Mix Asphalt, 19.0 mm Nominal Maximum Size	Ton
403.2071 Hot Mix Asphalt, 19.0 mm Nominal Maximum Size (Polymer Modified)	Ton
403.2072 Asphalt Rich Hot Mix Asphalt, 19.0 mm Nominal Maximum Size (Asphalt Rich Base and Intermediate course)	Ton
403.208 Hot Mix Asphalt, 12.5 mm Nominal Maximum Size	Ton
403.2081 Hot Mix Asphalt - 12.5 mm Nominal Maximum Size (Polymer Modified)	Ton
403.209 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Sidewalks, Drives, Islands & Incidentals)	Ton
403.210 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size	Ton
403.2101 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Polymer Modified)	Ton
403.2104 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Thin Lift Surface Treatment)	Ton
403.211 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Shimming)	Ton
403.2111 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Shimming, Polymer Modified))	Ton
403.212 Hot Mix Asphalt, 4.75 mm Nominal Maximum Size	Ton
403.213 Hot Mix Asphalt, 12.5 mm Nominal Maximum Size (Base and Intermediate Base course)	Ton
403.2131 Hot Mix Asphalt, 12.5 mm Nominal Maximum Size (Base and Intermediate Base course, Polymer Modified)	Ton
403.2132 Asphalt Rich Hot Mix Asphalt, 12.5 mm Nominal Maximum Size (Base and Intermediate Base course)	Ton
403.214 Hot Mix Asphalt, 4.75 Nominal Maximum Size (5/8" Surface Treatment)	Ton

SPECIAL PROVISION
SECTION 401
HOT MIX ASPHALT PAVEMENT

401 HOT MIX ASPHALT LONGITUDINAL JOINT DENSITY

401.30 Description The Department will measure the pavement density of longitudinal joints constructed between adjoining travel lanes; turn lanes, truck (climbing) lanes, passing lanes, and any other areas considered mainline travelway for conventional density testing will be considered travel lanes for longitudinal joint density testing as noted in Section 403 – Hot Mix Asphalt Pavement. Core samples shall be tested according to AASHTO T-166. The Contractor shall cut 6-inch diameter cores at no additional cost to the Department by the end of the working day following paving. Pre-testing of the acceptance cores will not be allowed. If the Contractor and the Department mutually determine that a core is damaged, the Contractor shall cut new core(s) at the same offset and within 3 ft of the initial sample. The Contractor and the Department will mutually determine if underlying material is adhered to the core and if so will mark the core at the point where sawing is needed. The Department will place the cores in a secure container and the Contractor shall transport the cores to the designated MaineDOT lab. The cores will be saw cut by the Department to remove underlying layers. No recuts are allowed at a test location after the core has been tested.

For vertical longitudinal joints, cores shall be taken directly centered over the construction joint. For notch-wedge longitudinal joints, the cores shall be cut directly over the center of the tapered portion of the wedge.

As part of the project specific QCP, the Contractor shall include details as to methods of construction, rolling and compaction efforts, and action plan to adjust methods or equipment should the Quality level fall below 50 percent within limits. The Contractor shall be required to measure the joint density at randomly selected locations with a minimum frequency of one measurement per 750 linear feet. The Contractor shall have the option to cut calibration/verification cores at a rate not to exceed 1 per day.

If the Quality level for density falls below 50 percent within limits, the Contractor shall cease placement operations and submit a corrective action letter to the Department before proceeding with the Lot or before starting a new Lot. The Department will respond and either accept or reject the Contractor's proposed corrective action. If the Department accepts the corrective action, three stratified verification cores will be taken from the first 1500 foot section of longitudinal joint constructed for the purpose of evaluating the corrective action. These cores will be in addition to any Acceptance cores that may be designated in this area. The results from these cores shall be combined with the cores from the Lot in progress. Should the combined Quality level for density show an improvement, the Department will accept the corrective action and normal Acceptance sampling frequency shall resume. If an improvement has not been made to the combined Quality level for density, the Contractor shall cease production and submit an additional corrective action letter for consideration.

401.31 Acceptance This method utilizes Quality Level Analysis and pay factor specifications as described in Section 106. For Hot Mix Asphalt Pavement designated for acceptance under Quality Assurance provisions, the Department will sample once per subplot on a statistically random basis, test, and evaluate in accordance with the following Acceptance Properties:

The Lot size will be the total length of eligible longitudinal joint(s) for the given HMA layer for the project, or equal Lots of a size agreed upon at the Pre-paving conference. The maximum subplot size shall be 2000 linear feet of longitudinal joint for density and the minimum number of sublots for any Lot shall be five. The Lot will be divided up into sublots of equal length. There shall be a separate Lot for each lift of HMA pavement and Lots shall not be comprised of results from more than one HMA layer. For tracking purposes, the method of testing shall be “C”.

The Department will determine a pay factor using acceptance limits from Table 1.

TABLE 1: LONGITUDINAL JOINT DENSITY ACCEPTANCE LIMITS

PROPERTY	LSL
% TMD (In-Place Density)*	91.0%

* The Theoretical Maximum Density will be determined from the average of the G_{mm} values used to determine the percent compaction of the nearest acceptance cores on either side of the Longitudinal Joint Core from each adjacent mat.

The Department will calculate the Pay Adjustment for Longitudinal Joint Density as follows:

$$\text{Where} \quad \begin{array}{lcl} \text{PA} & = & (\text{joint density PF} - 1.0)(Q)(P) \times 0.40 \\ \text{PA} & = & \text{Pay Adjustment} \\ Q & = & \text{Quantity of traveled way pavement represented by PF in tons} \\ P & = & \text{Contract price per ton} \\ \text{PF} & = & \text{Pay Factor} \end{array}$$

If the joint density Pay Factor is less than 0.88, the Pay Adjustment shall be:

$$\text{PA} = (-0.05)(Q)(P)$$

SPECIAL PROVISION
SECTION 401
SECTION 401 - HOT MIX ASPHALT PAVEMENT
(HMA Hamburg Wheel Tracker Specification)

401.03 Composition of Mixtures The Contractor shall compose the Hot Mix Asphalt Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), and mineral filler if required. HMA shall be designed and tested according to AASHTO R35 and the volumetric criteria in Table 1. The Contractor shall size, uniformly grade, and combine the aggregate fractions in proportions that provide a mixture meeting the grading requirements of the Job Mix Formula (JMF). Unless otherwise noted in Special Provision 403 - Hot Mix Asphalt Pavement, the design, verification, Quality Control, and Acceptance tests for this mix will be performed at 65 gyrations.

TABLE 1: VOLUMETRIC DESIGN CRITERIA

Design ESAL's (Millions)	Required Density (Percent of G _{mm})			Voids in the Mineral Aggregate (VMA)(Minimum Percent)					Voids Filled with Binder (VFB) (Minimum %)	Fines/Eff. Binder Ratio
				Nominal Maximum Aggregate Size (mm)						
	N _{initial}	N _{design}	N _{max}	25	19	12.5	9.5	4.75		
<3	≤90.5	96.0	≤98.0	13.0	14.0	15.0	16.0	16.0	65-80*	0.6-1.2
3 to <10	≤89.0									
≥ 10	≤89.0									

*For 9.5 mm nominal maximum aggregate size mixtures, the maximum VFB is 82.

*For 4.75 mm nominal maximum aggregate size mixtures, the maximum VFB is 84.

The Contractor shall submit for Department approval a JMF to the Pavement Materials Engineer for each mixture to be supplied including the PG binder grade/supplier and the intended test temperature for the HWT approval. The JMF will be approved by the Department in accordance with the MaineDOT HMA Policies and Procedures for HMA Sampling and Testing Manual. If the Contractor is submitting a new JMF, the Contractor shall identify and make available the stockpiles of all proposed aggregates at the plant site at the time of JMF submittal. There must be a minimum of 150 ton for coarse aggregate stockpiles and 75 ton for fine aggregate stockpiles before the JMF may be submitted. The Contractor shall provide aggregate samples to the Department unless otherwise required. The Contractor shall also make available to the Department the PG Binder proposed for use in the mix in sufficient quantity to test the properties of the asphalt and to produce samples for testing of the mixture. If the Contractor is submitting a new JMF the first day's production shall be monitored, and approval may be withdrawn if the mixture exhibits undesirable characteristics such as checking, shoving or displacement. The Contractor shall be allowed to submit aim changes for a JMF as outlined in the MaineDOT HMA Policies and Procedures for HMA Sampling and Testing Manual: Mix Design Approval Section.

The Contractor shall submit a new JMF for approval each time a change in material source or materials properties is proposed. The same approval process shall be followed. The cold feed percentage of any aggregate may be adjusted up to 10 percentage points from the amount listed on the JMF, however no aggregate listed on the JMF shall be eliminated. The cold feed percentage for RAP may be reduced up to 10 percentage points from the amount listed on the JMF and shall not exceed the percentage of RAP approved in the JMF or for the specific application under any circumstances.

If submitting a new JMF, the Contractor shall provide the Department with eight boxes of plant produced HMA before the start of paving. The Contractor shall test its split of the sample and determine if the results meet the requirements of the Department's written policy for mix design verification (See MaineDOT Policies and Procedures for HMA Sampling and Testing). If the results are found to be acceptable, the Contractor will forward their results to the Department's Lab, which will test the Department's split of the sample. The results of the two split samples will be compared and shared between the Department and the Contractor. If the HMA meets the requirements for mix design verification, the mixture will be tested for rutting and moisture sensitivity in the Hamburg Wheel Tracker according to AASHTO T324, "Hamburg Wheel-Track Testing of Hot Mix Asphalt (HMA)." The Department will not test the mixture for HWT until the HMA meets the mix design verification requirements.

The sample will be required to meet the applicable requirements of Table 1A below for approval and will be dependent on the test temperature submitted by the Contractor. The minimum PG Binder grade required shall be as specified by the 403 Special Provision. The Contractor may submit a design with a binder grade exceeding the minimum specified to meet the HWT requirements of the 403. If the sample meets the requirements of Table 1A, an approved JMF listing the approved PG Binder Grade to meet the HWT requirements will be forwarded to the Contractor and paving may commence. The Department will have five business days from receipt of the sample at the Central Laboratory to process, test, and report the Hamburg Wheel Tracker sample. The first day's production shall be monitored, and the approval may be withdrawn if the mixture exhibits undesirable characteristics such as checking, shoving or displacement.

TABLE 1A: HAMBURG WHEEL TRACKER REQUIREMENTS

Specified PG Binder Grade	Test Temperature (°C)	Maximum Rut Depth (mm)	Minimum Number of Passes	Minimum Allowable SIP*
PG 64-28	45	12.5	20,000	15,000
PG 64E-28	48	12.5	20,000	15,000
PG 70E-28 (or greater)	50	12.5	20,000	15,000

* As calculated by the most recently published version of the MaineDOT HWT worksheet, which is available online at <https://www.maine.gov/dot/doing-business/hma-resources>

Should the Contractor choose to change their PG Binder source and/or modify the PG Binder grade after initial approval, the Department will take an additional verification sample and test the HMA to verify compliance with the Hamburg Wheel Tracker Requirements. If this sample fails to meet the criteria in Table 1A, the Contractor will be required cease production and submit a corrective action letter to the Department. HWT approval of the JMF will be suspended until the Department can verify that the submitted sample meets the requirements of Table 1A. Failure to notify the Department of a change in supplier will be treated as a second incident under 106.4.6 QCP Non-compliance.

401.19 Contractor Quality Control - Method A, B, C & D The following language has been added to Section 401.19:

The project specific QCP shall address the PG Binder source and grade, sampling, transport, and testing of Hamburg Wheel Tracker QC samples and what potential steps will be taken if QC samples do not meet the requirements in Table 1A. The project-specific QCP shall also contain a sample Hamburg Wheel Tracker test report for approval. The Contractor shall sample and test HMA Pavement in the Hamburg Wheel Tracker according to AASHTO T324 in accordance with the following minimum frequencies:

TABLE 2A: MINIMUM QUALITY CONTROL FREQUENCIES

Test or Action	Frequency	Test Method
Hamburg Wheel Tracker	1 per 6,000 ton and at least once per Acceptance Lot	AASHTO T 324

If the Contractor is submitting a new JMF the Contractor shall sample the HMA on the first day of production and test the sample in the Hamburg Wheel Tracker according to AASHTO T324. This sample will not count towards the minimum quality control frequency specified in Table 2A.

The Contractor shall submit all Hamburg Wheel Tracker test reports in writing, signed by the appropriate technician and present them to the Department within ten working days of initial sampling, except when otherwise noted in the project specific QCP due to local restrictions. The Contractor shall make the raw Hamburg Wheel Tracker data from QC samples available to the Department upon request. If a QC sample fails to meet the criteria in Table 1A, the Contractor will be required to submit a corrective action letter to the Resident, Materials Engineer, Pavement Quality Manager, and Pavement Quality Engineer by the end of the following working day with the proposed changes to bring the mixture back into compliance. The Department will respond and either accept or reject the Contractor's proposed corrective action by the end of the following working day from when the letter was received.

401.20 & 401.21 Acceptance Method(s) A, B, C & D The following language has been added to Section(s) 401.20 & 401.21

First Day Production HWT Verification Sample for Acceptance The Department will sample the HMA on the first day of production. This sample will be considered a first day of production HWT verification sample and will not count towards the minimum HWT acceptance frequencies specified in Table 3A unless otherwise determined by the Department. This sample may be taken in conjunction with the first mix acceptance sample. The number of boxes required will be as specified in Table 3B.

If the first day of production HWT verification sample fails to meet the criteria in Table 1A or yields two consecutive inconclusive results, the Contractor shall cease paving operations and submit a verification sample to the Department. HWT approval of the JMF will be suspended until the Department can verify that the submitted sample meets the requirements of Table 1 and Table 1A.

A first day production sample will not be required for a previously approved JMF that has met HWT requirements listed in Table 1A if the following criteria have been met:

1. A minimum of one passing HWT Department issued acceptance results within the calendar year (Construction Season) of production.
2. A minimum of three consecutive passing HWT Department issued acceptance results within the past year of production (365 days). These results shall be the three most recent Department issued acceptance samples.
3. No changes in the source of the PG Binder and/or modifications to the PG Binder grade from the initial HWT approval have been made.

As part of the QCP, the Contractor shall provide in writing the request to waive the first day production sample and will include the necessary supporting documentation as specified above.

Acceptance Sampling The Department will sample at the HWT acceptance frequencies specified in Table 3A to verify the compliance with the Hamburg Wheel Tracker Requirements. The number of boxes required will be as specified in Table 3B, with two boxes reserved for retesting of inconclusive results. A mix acceptance sample within an acceptance lot will be selected at random by the Department for HWT acceptance sampling. Depending on daily production rates, the first day of production HWT verification sample and the first acceptance sample may be taken on the same day, but shall not be from the same acceptance sample unless otherwise determined by the Department.

If a HWT acceptance sample fails to meet the criteria in Table 1A and fails to exceed an average of 15,000 cycles, the Contractor shall cease paving operations and submit a verification sample to the Department. HWT approval of the JMF will be suspended until the Department can verify that the submitted sample meets the requirements of Table 1 and Table 1A. A pay factor will be determined using Table 4.

If a HWT acceptance sample fails to meet the criteria in Table 1A, but exceeds an average of 15,000 cycles, the Contractor shall cease paving operations and submit a Corrective Action to the Department. A pay factor for the failing sample will be determined using Table 4.

Inconclusive Results If a HWT acceptance sample indicates an “inconclusive result” the Department will immediately retest the sample using the additional retained 2 boxes. Should the second sample also yield an inconclusive result, the Contractor shall cease paving operations and submit a verification sample to the Department. HWT approval of the JMF will be suspended until the Department can verify that the submitted sample meets the requirements of Table 1 and Table 1A.

Informational Sampling At the Resident’s discretion, the Department may take additional informational samples and test the HMA to verify compliance with the Hamburg Wheel Tracker Requirements. If an informational sample fails to meet the criteria in Table 1 or Table 1A, the Contractor will be required to submit a corrective action letter to the Department.

TABLE 3A: MINIMUM HWT ACCEPTANCE FREQUENCIES

Test or Action	Frequency
Hamburg Wheel Tracker	1 per 6,000 ton or at least once per Acceptance Lot

TABLE 3B: MINIMUM NUMBER OF BOXES

Sample Type	Number of Boxes
First Day Production (Taken without Mix Acceptance)	8 (4 Additional)
First Day Production (Take w/ Mix Acceptance)	8 (4 Additional)
HWT Acceptance Sample	8 (4 Additional)

Cease For ALL occurrences of cease described in the sections above, the Contractor shall submit a corrective action letter to the Resident, Materials Engineer, Pavement Quality Manager, and Pavement Quality Engineer by the end of the following work day with the proposed changes to bring the mixture back into compliance. Failure to do so will be treated as a second incident under 106.4.6 QCP Non-compliance. The Department will only allow the continuation of paving operations when it is satisfied that the corrective action will result in an improvement in results. The Department may require the submittal of a passing verification sample to allow further production.

401.201 & 401.211 Pay Adjustments Method(s) A, B, C & D The following language has been added to Section(s) 401.201 & 401.211

For items accepted under Method(s) A, B, C & D, if the mix is within the tolerances listed in Table 1A, the Department will pay the contract unit price, otherwise pay adjustments as shown in Table 4 shall be applied to the quantity of mix represented by the test. The average passes to failure will be used to determine the number of passes.

TABLE 4: HWT PAY ADJUSTMENT

Number of Passes	Pay Adjustment
< 20,000	-1.0% for every 1000 passes below target

SPECIAL PROVISION
SECTION 401 - HOT MIX ASPHALT PAVEMENT
(HMA with Fine Micro-Deval Requirement)

The following subsections of the most current version of Specification 401 – Hot Mix Asphalt Pavements have been revised and amended by the following:

401.01 Description The Contractor shall compose Hot Mix Asphalt (HMA) Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), and mineral filler if required. If denoted in Special Provision 403 - Hot Mix Asphalt Pavement, the mixtures shall meet the additional aggregate requirements of this special provision.

401.02 Materials Materials shall meet the requirements specified in Section 700 – Materials, unless otherwise revised in this special provision:

Aggregates for HMA Pavement	703.07
HMA Mixture Composition	703.09

The HMA blend, minus any RAP used, shall have a Fine Micro-Deval value of 15.0 or less as determined by weighted average of individual fine aggregate source values determined through ASTM D7428.

SPECIAL PROVISION
SECTION 401
HOT MIX ASPHALT PAVEMENT
(Balanced Mix Design Test Section – 12.5mm Hot Mix Asphalt)

The following subsections of the most current version of Section 401 – Hot Mix Asphalt Pavements have been revised and modified by the following:

401.01 Description The Contractor shall furnish a uniformly blended, homogeneous mixture designed using a Balanced Mix Design (BMD) approach modified from an approved mix design used in the Control Section of the project and construct a test section of Hot Mix Asphalt Pavement (HMA) in accordance with the contract documents and in reasonably close conformity with the lines, grades, thickness, and typical cross sections shown on the plans or established by the Resident. The Department will accept this work under Quality Assurance provisions, in accordance with this Special Provision and the requirements of Section 106 – Quality, the provisions of AASHTO M 323 except where otherwise noted in sections 401 and 703 of these specifications, and the MaineDOT Policies and Procedures for HMA Sampling and Testing.

401.02 Materials Materials shall meet the requirements specified in Section 700 - Materials:

Asphalt Cement	702.01
Aggregates for HMA Pavement	703.07
RAP for HMA Pavement	703.08
HMA Mixture Composition	703.09*

*The Aggregate Gradation Control Points for sieve designations smaller than 9.5 mm shall not apply.

401.03 Composition of Mixtures The Contractor shall compose the Hot Mix Asphalt Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), approved antistripping additive, and/or mineral filler if required. The BMD Mix Design shall be a modification of the design used in the Control Section, utilizing the same aggregate sources, of the same Nominal Maximum Aggregate Size (NMAS), and currently approved for AASHTO T 327 Hamburg Wheel. HMA shall be designed and tested according to AASHTO R 35 and the Performance Criteria in Tables 1A and 1B. The volumetric criteria in Table 1 shall not apply, but the properties shall be measured and reported with the Mix Design Submittal. The mix design submittal shall include performance data for both the BMD Mix Design and the standard mix design (Control Design) intended for the Control Section. The BMD Mix Design shall meet the performance criteria in Tables 1A and 1B for design approval. The Contractor shall size, uniformly grade, and combine the aggregate fractions in proportions that provide a mixture meeting the grading requirements of the Job Mix Formula (JMF). Unless otherwise noted in Special Provision 403 - Hot Mix Asphalt Pavement, the design, verification, Quality Control, and Acceptance tests for this mix will be performed at 65 gyrations.

TABLE 1B: BMD PERFORMANCE CRITERIA

<u>TEST METHOD</u>	<u>SPECIMENS*</u>	<u>CRITERIA</u>
ASTM D8225 Determination of Cracking Tolerance Index of Asphalt Mixture Using the Indirect Tensile Cracking Test at Intermediate Temperature (IDEAL-CT)	Average of 5	$CT_{Index} \geq 150$
	Specimens conditioned at 25°C	
ASTM D8360 Determination of Rutting Tolerance Index of Asphalt Mixture Using the Ideal Rutting Test (IDEAL-RT)	Average of 3	$RT_{Index} \geq 55$
	Specimens conditioned at 50°C	

* Lab prepared mix shall be conditioned in accordance with AASHTO R 30 prior to compaction.

The Contractor shall conduct and report the Performance Criteria testing as follows:

The Hamburg Wheel Tracker shall be conducted at the design binder content.

CT_{Index} and RT_{Index} shall be conducted at design, at 0.5% above, and 0.5% below the design binder content.

The Department will perform laboratory verification testing of new BMD HMA designs on samples of the mix trial batched by the HMA supplier according to the proposed JMF at the designated plant. The HMA Supplier shall submit trial batch verification samples to either the Freeport Laboratory or Central Laboratory, as determined by MaineDOT. The HMA supplier shall submit a minimum of eight boxes of mix to the appropriate laboratory.

Verification samples provided to the Department shall be accompanied by the corresponding recordation documentation (i.e. batch or drum ticket) for its production. The documentation shall be signed and dated by the QC person who is submitting the Verification sample for consideration. The documentation and test report shall also be emailed to the Assistant Pavement Materials Engineer and Laboratory Testing Engineer. The sample box and corresponding production documentation shall be clearly marked with the MaineDOT JMF designation and date of sampling.

The Control Section shall consist of a corresponding standard approved mix design with project limits agreed upon at or prior to the Pre-Construction Meeting. The control section shall be located within the project limits in reasonably adjacent or nearby areas, with the intention of providing a suitable comparison of performance. The acceptance tests for the control section shall be amended to include ASTM D8225 and D8360 with no pay factors or adjustments applied. The BMD performance test results as defined in Tables 1A and 1B shall exhibit an improvement over the corresponding mixture in the control section.

401.05 Performance Graded Asphalt Binder The Contractor shall utilize a PG binder grade that meets or exceeds the high and low temperatures of the grade specified in the 403 Special Provision.

401.19 Contractor Quality Control – Method A, B, C & D

TABLE 6: MINIMUM QUALITY CONTROL FREQUENCIES

Test or Action	Frequency	Test Method
Temperature of mix	6 per day at street and plant	-
Temperature of mat	4 per day	-
%TMD (In-Place Density - Surface)	1 per 125 ton	AASHTO T 355 or AASHTO T 343
%TMD (In-Place Density - Base)	1 per 250 ton	AASHTO T 355 or AASHTO T 343
Fines / Effective Binder	1 per 500 ton	AASHTO T 312
Gradation	1 per 500 ton	AASHTO T 30
PGAB Content	1 per 500 ton	AASHTO T 164 or AASHTO T 308
Voids at N_{design}	1 per 500 ton	AASHTO T 312
VMA at N_{design}	1 per 500 ton	AASHTO T 312
Rice Specific Gravity	1 per 500 ton	AASHTO T 209
IDEAL-CT	1 per 1000 ton	ASTM D8225
IDEAL-RT	1 per 1000 ton	ASTM D8360
Percent Fractured Particles	1 per 5,000 ton	AASHTO T 335
Flat and Elongated Particles	1 Per 5,000 ton	ASTM D4791
Fine Aggregate Angularity	1 Per 5,000 ton	AASHTO T 304

TABLE 7: CONTROL LIMITS

Property	UCL and LCL
Percent Passing 4.75 mm and larger sieves	Target +/- 4.0
Percent Passing 2.36 mm sieve	Target +/- 2.5
Percent Passing 0.075 mm sieve	Target +/- 1.0
PGAB Content	Target +/- 0.25
Voids at N_{design}	JMF Target +/- 1.2
Theoretical Maximum Specific Gravity	JMF Target +/- 0.020

401.20 Acceptance Method A & C These methods utilize Quality Level Analysis and pay factor specifications. For Hot Mix Asphalt Pavement designated for acceptance under Quality Assurance provisions, the Department will sample once per subplot on a statistically random basis, test, and evaluate in accordance with the Acceptance Properties as outlined in Table 8:

TABLE 8: ACCEPTANCE PROPERTIES – METHOD A & C

Properties	Point of Sampling	Test Method
IDEAL-CT	Paver Hopper	ASTM D8225
IDEAL-RT	Paver Hopper	ASTM D8360
Gradation	Paver Hopper	AASHTO T 30
PGAB Content	Paver Hopper	AASHTO T 308
% TMD (In-Place Density)	Mat behind all Rollers	AASHTO T 269
Voids at N_{design}	Paver Hopper	AASHTO T 312
VMA at N_{design}	Paver Hopper	AASHTO T 312
Fines to Effective Binder	Paver Hopper	AASHTO T 312
VFB	Paver Hopper	AASHTO T 312

Lot sizes and subplot sizes shall be determined as outlined in Table 9.

TABLE 9: LOT AND SUBLOT SIZES – METHOD A & C

Lot Size*	Entire production per item per contract per year up to 6000 ton
Maximum Sublot Size – Mix volumetric properties and gradation	750 ton
Maximum Sublot Size – BMD Performance Tests**	1500 ton
Maximum Sublot Size – Density	Surface Layers – 250 ton Base / Intermediate Layers – 500 ton
Minimum Number of Samples – Mix	Four
Minimum Number of Samples – Density	Five

*General – Lot and Sublot size may be adjusted to accommodate the work scope and schedule, or as otherwise agreed upon at the Prepave Meeting.

**if not required by the project specific 403 an informational HWT sample shall be taken per lot

TABLE 10: ACCEPTANCE LIMITS – METHOD A & C

Property	USL and LSL	
	Method A	Method C
Percent Passing 4.75 mm and larger sieves	Target +/- 7%	Target +/- 7%
Percent Passing 2.36 mm to 1.18 mm sieves	Target +/- 4%	Target +/- 5%
Percent Passing 0.60 mm sieve	Target +/- 3%	Target +/- 4%
Percent Passing 0.30 mm to 0.075 mm sieve	Target +/- 2%	Target +/- 2%
PGAB Content	Target +/- 0.4%	Target +/- 0.4%
Voids at N_{design}	Target +/- 1.5%	N/A
IDEAL-CT	LSL from Table 1B	LSL from Table 1B
IDEAL-RT	LSL from Table 1B	LSL from Table 1B
Fines to Effective Binder	0.9 +/- 0.3	N/A
% TMD (In-place Density)	94.5% +/- 2.5%	94.5% +/- 2.5%

Cease Production The Contractor shall cease paving operations whenever one of the following occurs on a lot in progress:

TABLE 11: CEASE PRODUCTION – METHOD A & C

Property	Percent Within Limits (PWL)	
	Method A	Method C
Percent Passing NMAS sieve*	<60 PWL	<60 PWL
Percent Passing 2.36 mm sieve*		
Percent Passing 0.30 mm sieve*		
Percent Passing 0.075 mm sieve*		
PGAB Content		
Voids at N_{design}		N/A
Fines to Effective Binder*		
% TMD (In-place Density)		<60 PWL
IDEAL-CT	< LSL from Table 1B	< LSL from Table 1B
IDEAL-RT	< LSL from Table 1B	< LSL from Table 1B

*Paving operations shall not be required to cease if the mean test value is equal to the LSL or USL and $s = 0$.

401.201 Pay Adjustment - Method A & C

Mix Properties The Department will determine a pay factor (PF) using the applicable Acceptance Limits.

The following variables will be used for pay adjustment:

PA = Pay Adjustment
 Q = Quantity represented by PF in ton
 P = Contract price per ton
 PF = Pay Factor

The Department will determine a pay adjustment using Table 12: Pay Adjustment Calculations as follows:

TABLE 12: PAY ADJUSTMENT CALCULATIONS – METHOD A & C

Acceptance Method	Mix Properties / Gradation	Density
Method A	$PA = (Voids @ N_d PF - 1.0)(Q)(P) \times 0.40 + (PGAB \text{ Content } PF - 1.0)(Q)(P) \times 0.10$	$PA = (density \text{ PF} - 1.0)(Q)(P) \times 0.50$
Method C	$PA = (\% \text{ Passing Nom. Max } PF - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing } 2.36 \text{ mm } PF - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing } 0.30 \text{ mm } PF - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing } 0.075 \text{ mm } PF - 1.0)(Q)(P) \times 0.10 + (PGAB \text{ Content } PF - 1.0)(Q)(P) \times 0.25$	$PA = (density \text{ PF} - 1.0)(Q)(P) \times 0.50$

TABLE 12A: PAY ADJUSTMENT CALCULATIONS – METHOD A & C

Acceptance Method	BMD Performance Criteria		Pay Adjustment
A and C	All IDEAL-CT tests in the Lot meet LSL from Table 1B	1 or more IDEAL-RT tests fail to meet LSL from Table 1B	PA= (1.02)(Q)(P)
A and C	All IDEAL-RT tests in the Lot meet LSL from Table 1B	1 or more IDEAL-CT tests fail to meet LSL from Table 1B	PA= (1.02)(Q)(P)
A and C	All IDEAL-CT and all IDEAL-RT tests in the Lot meet LSL from Table 1B		PA= (1.05)(Q)(P)

Negative pay adjustments will not be applied to the BMD test section for volumetric properties, PGAB Content, gradation, or BMD Performance Criteria. Pay adjustments for density shall apply.

401.21 Acceptance Method B & D Unless otherwise stated in the 403 special provision, the Lot shall be the entire mix quantity per item per contract per year. The Department will sample once per subplot per pay item on a statistically random basis, test, and evaluate in accordance with the Acceptance Properties in Table 14. The Department will obtain samples of Hot Mix Asphalt Pavement in conformance with AASHTO R 97, Sampling Asphalt Mixtures, and the MaineDOT Policies and Procedures for HMA Sampling and Testing. The Contractor shall transport the samples in containers provided by the Department to the designated MaineDOT Laboratory within 48 hours except when otherwise noted in the project specific QCP or as directed by the Resident. Failure to deliver an acceptance sample to the designated acceptance laboratory will be considered the second incident under 106.4.6–QCP Non-Compliance. Target values shall be as specified in the JMF. The Department will withhold reporting of the test results for the Acceptance sample until 7:00 AM, on the second working day of receipt of the sample, or after receipt of the Contractors results of the Acceptance sample split.

TABLE 14: ACCEPTANCE PROPERTIES – METHOD B & D

Properties	Point of Sampling		Test Method
	Method B	Method D	
IDEAL-CT	Paver Hopper	Paver Hopper	ASTM D8225
IDEAL-RT	Paver Hopper	Paver Hopper	ASTM D8360
Gradation	Paver Hopper	Paver Hopper or Truck	AASHTO T 30
PGAB Content	Paver Hopper	Paver Hopper or Truck	AASHTO T 308
% TMD (In-Place Density)	Mat behind all Rollers	Mat behind all Rollers	AASHTO T 269
Voids at N_{design}	Paver Hopper	N/A	AASHTO T 312
VMA at N_{design}	Paver Hopper	N/A	AASHTO T 312
Fines to Effective Binder	Paver Hopper	N/A	AASHTO T 312
VFB	Paver Hopper	N/A	AASHTO T 312

TABLE 15: LOT AND SUBLOT SIZES – METHOD B & D

Lot Size*	Entire mix quantity per item per contract per year
Maximum Sublot Size – Mix volumetric properties and gradation	250 ton (Max 4 Sublots)
Maximum Sublot Size – BMD Performance Tests**	1000 ton
Sublot Size – Density	125 ton (Max 5 Sublots)

*General – Lot and Sublot size may be adjusted to accommodate the work scope and schedule, or as otherwise agreed upon at the Prepave Meeting.

**if not required by the project specific 403 one informational HWT sample shall be taken per lot

TABLE 16: ACCEPTANCE LIMITS – METHOD B & D

Property	USL and LSL	
	Method B	Method D
Percent Passing 4.75 mm and larger	Target +/- 7%	Target +/- 7%
Percent Passing 2.36 mm sieve	Target +/- 5%	Target +/- 7%
Percent Passing 1.18 mm sieve	Target +/- 5%	Target +/- 5%
Percent Passing 0.60 mm sieve	Target +/- 4%	Target +/- 4%
Percent Passing 0.30 mm sieve	Target +/- 3%	Target +/- 3%
Percent Passing 0.075 mm sieve	Target +/- 3%	Target +/- 3%
PGAB Content	Target +/- 0.5%	Target +/- 0.5%
Voids at N _{design}	Target +/- 2.0%	N/A
Fines to Effective Binder	0.9 +/- 0.3	N/A
IDEAL-CT	LSL from Table 1B	
IDEAL-RT	LSL from Table 1B	
% TMD (In-place Density)	94.5% +/- 2.5%	LSL of 92.0%

The Contractor shall cease paving operations whenever two consecutive Method B or D tests fall outside specification limits on the same property. The Contractor will submit a corrective action plan to the Department. The Department will only allow the continuation of paving operations when it is satisfied the corrective action will result in an improvement in results. The Department may require the submittal of a passing verification sample to allow further production.

401.211 Pay Adjustment - Method B & D For items accepted under Method B or D, if the mix is within the tolerances listed in Table 16, the Department will pay the contract unit price, otherwise pay adjustments as shown in Table 17 shall be applied to the quantity of mix represented by the test. The Contractor shall cut one 6 in core per subplot unless otherwise noted in Section 403 - Hot Mix Asphalt Pavement. If the density result is not within the specified limits the disincentive shall apply. If the subplot density is less than 88.5 percent or greater than 99.0 percent of the subplot TMD, two additional cores shall be cut at random locations determined by the Department. If either of the additional cores has a density less than 88.5 percent or greater than 99.0 percent of the subplot TMD, the subplot shall be removed and replaced at no cost to the Department; otherwise, the average of the three cores will be used to determine the subplot pay adjustment.

TABLE 17: PAY ADJUSTMENTS – METHOD B & D

Property	Method B		Method D	
% TMD (In-place Density)	91.5% - 91.9% or 97.1% - 97.5%	-5.0%	91.5% - 91.9%	-5.0%
	90.5% - 91.4% or 97.6% - 98.5%	-10.0%	90.5% - 91.4%	-10.0%
	89.5% - 90.4% or 98.6% - 99.0%	-20.0%	89.5% - 90.4%	-20.0%
	88.5% - 89.4%	-30.0%	88.5% - 89.4%	-30.0%
	<88.5% or >99.0%	Reject	<88.5% or >99.0%	Reject

TABLE 17A: PAY ADJUSTMENT CALCULATIONS – METHOD B & D

Acceptance Method	BMD Performance Criteria		Pay Adjustment
B and D	All IDEAL-CT tests in the Lot meet LSL from Table 1B	1 or more IDEAL-RT tests fail to meet LSL from Table 1B	PA= (1.02)(Q)(P)
B and D	All IDEAL-RT tests in the Lot meet LSL from Table 1B	1 or more IDEAL-CT tests fail to meet LSL from Table 1B	PA= (1.02)(Q)(P)
B and D	All IDEAL-CT and all IDEAL-RT tests in the Lot meet LSL from Table 1B		PA= (1.05)(Q)(P)

Negative pay adjustments will not be applied to the BMD test section for volumetric properties, PGAB Content, gradation, or BMD Performance Criteria. Pay adjustments for density shall apply.

Payment will be made under:

Pay Item		Pay Unit
403.2085	Hot Mix Asphalt 12.5mm for Balanced Mix Design (BMD) Test Section	Ton

SPECIAL PROVISION
SECTION 401
HOT MIX ASPHALT PAVEMENT
(Material Transfer Vehicle Option)

Description The Contractor may elect to use a material transfer vehicle at their option to transfer hot mix asphalt to the paver on mainline travelways, shoulders, and ramps as denoted in Special Provision 403 - Hot Mix Asphalt Pavement.

Material transfer vehicles shall operate as an independent unit not attached to the paver. It shall be a commercially manufactured unit specifically designed to transfer the hot mix from haul trucks to the paver without depositing the mix on the roadway. A separate hopper with a capacity of 14 ton shall be inserted into the regular paver hopper. The material transfer vehicle or the hopper insert shall be designed so that the mix receives additional internal mixing action either in the material transfer vehicle or the paver hopper.

Method of Measurement Hot mix asphalt pavement transferred by the material transfer vehicle and hopper insert will be measured by the ton.

Basis of Payment The accepted quantities of hot mix asphalt pavement transferred by the material transfer vehicle and hopper insert will be paid for at a price of \$2.00 per ton.

Payments will be made under:

<u>Pay Item:</u>	<u>Pay Unit:</u>
403.40 Material Transfer Vehicle (MTV)	Ton

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT

Desc. Of Course	Grad Design.	Item Number	Total Thick	No. Of Layers	Comp. Notes
<u>5" HMA - Full Depth Reconstruction</u>					
<u>Travelway & Shoulders (As Indicated)</u>					
Wearing	12.5 mm	403.2081	1 ½"	1	2,4,7,21,23,24,25,26,27,43
Intermediate	12.5 mm	403.2131	1 ½"	1	2,4,7,21,23,24,25,41,43
Base	12.5 mm	403.2131	2"	1	2,4,7,22,24,41,43
<u>Catch Basin & Guardrail Installation Areas</u>					
<u>Base Only (As Indicated or Directed)</u>					
Base	12.5 mm	403.2131	3 ½"	2	2,4,7,30,31,32
<u>Drives, Misc.</u>					
Wearing	9.5 mm	403.209	2" - 3"	2/more	3,20,30,32

COMPLEMENTARY NOTES

2. The required PGAB shall be a storage-stable, homogeneous, polymer modified asphalt binder that meets or exceeds **PG 64E-28** grading requirements in AASHTO M 332. All polymer modified asphalt grades utilized on the Project shall be treated with an approved liquid anti-strip. PG binders shall be treated either at the asphalt source terminal with the required dose rate on the delivery documentation, or at the hot mix asphalt plant utilizing a system integrated with the plants controls that will introduce a minimum 0.50 percent anti-strip by weight of asphalt binder used unless a rate is otherwise recommended by the anti-strip manufacturer. The PGAB and anti-strip blend shall meet or exceed the **PG 64E-28** requirements. The Contractor shall provide supporting test data showing the PGAB and anti-strip blend meet the required criteria.
3. The aggregate qualities shall meet the design traffic level of <3 million ESALS for mix placed under this contract. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **65 gyrations**.
4. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **65 gyrations**.
7. Section 106.6 Acceptance, (1) **Method A** as specified Section 401.20 - Quality Assurance Methods A and C.
20. The combined aggregate gradation required for this item shall be classified as a 9.5mm Thin Lift Mixture (TLM) mixture, using the Aggregate Gradation Control Points as defined in 703.09.
21. Longitudinal joint density testing shall be applied to the specified HMA layer. See Special Provision 401 – Hot Mix Asphalt Longitudinal Joint Density for project specifics.
22. A notch wedge apparatus shall be required as per section 401.16 will be required on all joints between travel lanes. Longitudinal Joint Density incentive/disincentives will not apply, however the Department may require cores for informational purposes.
23. The mixture shall meet the minimum requirements of Special Provision 401 - HMA Hamburg Wheel Tracker Specification.
24. See Special Provision 401 – HMA with Fine Micro-Deval Requirement for project specifics.

25. The Contractor may, at their option, use a Material Transfer Vehicle (MTV) for **all mainline travelway and adjacent shoulders surface course** if paved in the same operation. See Special Provision 401 – Material Transfer Vehicle for specifics.
26. The final pavement surface shall be evaluated for smoothness in accordance with the most current 400 Special Provision section 402 – Pavement Smoothness. Acceptance limits shall be as outlined under the **Level II** classification.
27. The Contractor may, at their option, construct a portion of the project using a **Balanced Mix Design (BMD) approach**. See Special Provision 401 – Balanced Mix Design Test Section – 12.5mm Hot Mix Asphalt.
30. The incentive/disincentive provisions for density shall not apply. Rollers shall meet the requirements of this special provision. The use of an oscillating steel roller shall be required to compact all mixtures pavements placed on bridge decks.
31. A dedicated Quality Control Technician (QCT) is **not** required during placement of HMA for this specified operation. However, a daily paving report, summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and number of roller passes, shall be recorded and signed by a **NETTCP Certified Paving Inspector acting as the Contractor's representative** and presented to the Department's representative by the **end of the working day**. If requested by the Contractor, the Department may allow the use of the **MaineDOT Competent Person Policy** in lieu of a NETTCP Certified Paving Inspector.
32. Compaction of the new Hot Mix Asphalt Pavement will be obtained using a minimal roller train consisting of a **3-5 ton** vibratory roller. Areas less than 2 feet wide shall be compacted with a minimum of a **150 pound** plate compactor. An approved release agent is required to ensure the mixture does not adhere to hand tools, rollers, pavers, and truck bodies. The use of petroleum based fuel oils, or asphalt stripping solvents will not be permitted.
41. The lower lifts of base and intermediate HMA pavement (**3½ inches**) shall be completed before winter suspension. Any surface or base HMA placed after the seasonal limitations shall be considered temporary and removed and replaced the following construction season. The Department will not be responsible for costs or time related to the placement, removal or replacement of temporary pavement.
43. The contractor shall mill a stepped butt joint into the existing pavement at both the beginning and end joints for each pavement layer excluding the bottom base layer. For each layer, the stepped joint shall be cut to the depth and width of the pavement layer being placed and extend 5 feet beyond the immediate underlying layer. The **butt joint** for the overlying layer shall be **completed prior** to placing the adjacent layer. The Resident may extend this length as determined by the condition of the match point. No additional payment will be made for the milling of the butt joints but will instead be considered incidental to associated paving items.

Tack Coat

A tack coat of emulsified asphalt, RS-1 or RS-1h, Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.030 gal/yd², and on milled pavement approximately 0.05 gal/yd² prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim /base courses and surface course as well as to any bridge membrane prior to the placement of HMA layers at a rate not to exceed 0.030 gal/yd². Tack used will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

SPECIAL PROVISION
SECTION 606
GUARDRAIL

(Snow Pole)

Description This work shall consist of furnishing and installing Snow Poles in lieu of Flexible Guardrail Delineators on w-beam guardrail. in accordance with the Manufacturer's recommendations in reasonably close conformity with the plans and specifications.

Materials Snow Poles materials shall be one of the following, or an approved equal:

Manufacturer

Shur-Flex

Model

96" Snow Pole Guide Post #SD0096

Construction Requirements Snow Poles shall be installed according to manufacturer specifications or as determined by the Resident. Length of Snow Poles shall be no less than eight feet in length. Color of the Snow Poles shall be Orange. Each pole or post shall have two sections of retroreflective sheeting meeting ASTM 4956 Type III requirements affixed at least nine inches in length and to cover 75% of the circumference of the pole or post. The color of the reflector shall meet the specifications for Reflectorized Flexible Guardrail Delineators in Standard Specification 606.02 Materials.

Method of Measurement Snow Pole will be measured for payment by each, installed, complete in place and accepted.

Basis of Payment The accepted quantity of Snow Poles will be paid for at the contract unit price each for all work and materials furnished to install, complete in place, including all incidentals necessary to complete the work.

Payment will be under:

Pay Item

606.3511

Snow Pole

Pay Unit

Each

SPECIAL PROVISION
SECTION 620 - GEOTEXTILES
(Erosion Control Geotextile - Riprap Slope)

Amend Standard Specification 620 – GEOTEXTILES to include the following:

620.01 Description This work shall consist of the furnishing and installing of non-woven geotextile fabric in accordance with the project Plans and Specifications or otherwise directed.

620.02 Materials Non-woven geotextiles with the mechanical properties tabulated below are acceptable.

Mechanical Property	Test Method ¹	MARV ²
		Elongation ³
		≥ 50%
Grab Strength - lb	D4632	270
Sewn Seam Strength - lb	D4632	243
Tear Strength - lb	D4533	100
Puncture Strength - lb	D4833	725
Permittivity – sec ⁻¹	D4491	0.9
Apparent Opening Size (AOS) ⁴ – US Sieve	D4751	100
Ultraviolet Stability (Retained Strength)	D4355	70% after 500 hours of exposure

¹ ASTM test method, unless otherwise noted.

² Minimum Average Roll Value (MARV) unless otherwise noted.

³ As determined in accordance with ASTM D4632.

⁴ Maximum average roll value.

Construction Requirements: The following Standard Specifications for Erosion Control Geotextile installed on slopes steeper than 3H:1V slopes shall apply for Erosion Control Geotextile - Riprap Slope.

Section 620.03 Placement

Section 620.04 Overlap

Section 620.05 Seams

Section 620.06 Certification

Section 620.07 Sampling and Acceptance

Section 620.08 Shipment, Storage, Protection, and Repair of Fabric

620.09 Method of Measurement The quantity of Erosion Control Geotextile - Riprap Slope will be measured by the number of Square Yards of surface area covered and in direct contact with the cover material. Measurement will not be made for overlaps, patches, and repairs of damaged

geotextile unless additional overlap width is required by the Resident in which case measurement will be made for that added overlap area.

620.10 Basis of Payment Erosion Control Geotextile - Riprap Slope will be paid for at the Contract Unit Price per Square Yard. Such payment shall be full compensation for furnishing and placing Erosion Control Geotextile - Riprap Slope fabric; for all required surface preparation; for all labor, tools, materials and equipment; for repairing torn and damaged geotextile; and when required, for sewing seams and for furnishing and placing all pins or stakes or other hold down devices; for excavation for and furnishing and placing protective aggregate cushion; and for all other incidentals necessary to complete the work.

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
620.591	Erosion Control Geotextile - Riprap Slope	Square Yard

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

Approaches. Approach signing shall include the following signs at a minimum. Field conditions may warrant the use of additional signs as determined by the Resident.

Road Work Next X* Miles
Road Work 500 Feet (Ahead)
End Road Work

Work Areas. At each work site, signs and channelizing devices shall be used as directed by the Resident.

Signs include:

Road Work xxxx¹.
One Lane Road Ahead
Flagger Sign

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

The above lists of Approach signs and Work Area signs are representative of the contract requirements. Other sign legends may be required.

Unless otherwise defined in Special Provision 105/107 or submitted and approved in the Traffic Control Plan, the following shall apply:

- The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 2,500 feet at each work area and no more than 4,000 feet for paving, milling, and crack seal/repair work areas.
- Where more than one work area restricts traffic to one lane operation, these work areas shall be separated by at least 1 mile of two-way operation.

Temporary Centerline A temporary centerline shall be placed each day on all new pavement to be used by traffic. The temporary centerline, when specified of reflectorized traffic paint, shall conform to the standard marking patterns used for permanent markings. Failure to apply a temporary centerline daily will result in a Traffic Control Violation and suspension of paving operations until temporary markers are applied to all previously placed pavement.

¹ "Road Work Ahead" to be used in short duration operations and "Road Work xx feet" to be used in stationary operations as directed by the Resident.

SUPPLEMENTAL SPECIFICATIONS
(Corrections, Additions, & Revisions to Standard Specifications – March 2026)

Throughout the entire Document; Replace “AASHTO NTPEP” with “**AASHTO Product Evaluation and Audit Solutions**”

DIVISION 100

GENERAL CONDITIONS

- 100.1 In the first sentence, replace “2025” with “2026”
so that it says” **This 2026 edition...**”
- 101.2 Under the definition of Standard Specifications remove the phrase “Revision of 2020”.
- 104.5.4 In front of “Prompt Payment of Subcontractors” place the subsection number “**104.5.5**”.
- At the end of the paragraph starting with “**Payment Tracking Federal Projects**” add the sentence “ **Contractors and Subcontractors shall acknowledge Payments within 30 Days.**”

APPENDIX A TO DIVISION 100

- A-18 Starting on page A-18, Replace Section 1273 in the appendix with the current version dated June 25, 2026.

SECTION 201

STRUCTURAL EXCAVATION

- 201.24 Under ‘Pay Item’ add
- | | | |
|---------------|-----------------------|-------------|
| 201.24 | Removing Stump | Each |
|---------------|-----------------------|-------------|

SECTION 524

TEMPORARY STRUCTURAL SUPPORTS

- 524.06 Basis of Payment, in the item chart change the description of Item Number 524.301 from “Temporary Structural Support, Approaches” To “**Temporary Structural Support, _____**”

SECTION 639

ENGINEERING FACILITIES

- 639.01 Subsection 639.091 of the standard specification is deleted and replaced with the following:

“639.092 **Communication Services** The Contractor shall provide a secure, high-speed internet connection for the exclusive use of State personnel within the field office. The connection must remain active and functional for the entire duration of the project.

A. Performance Requirements:

- **Bandwidth:** The connection must deliver a minimum continuous download speed of **25 Mbps** and a minimum upload speed of **5 Mbps** per field office. For construction contracts over \$10 million, the minimum download speed shall scale to **50 Mbps**.
- **Latency:** The network latency must not exceed **80 milliseconds** round-trip to ensure stable connection to State VPN environments.
- **Data Allowance:** The service plan must include unlimited data, or a business-tier data allowance of no less than **200 GB per month per user**. Data throttling below the minimum required bandwidth speeds is prohibited.

B. Acceptable Technologies:

The Contractor may utilize any commercially available broadband technology that meets the performance requirements of Section A, including but not limited to:

- Cable or Fiber-optic broadband
- Fixed Wireless Access (FWA) or 4G LTE/5G Cellular Routers
- Low Earth Orbit (LEO) Satellite Systems (e.g., Starlink Business)

Traditional Geostationary (GEO) satellite internet systems (characterized by latencies exceeding 200 milliseconds) are explicitly prohibited unless a specific geographic exception is approved in writing by the Resident Engineer.

C. Hardware and Security:

- The Contractor shall supply a commercial-grade Wi-Fi router capable of supporting Wi-Fi 6 (802.11ax) standards.
- The field office network must be protected by a secure, unique WPA3 (or WPA2-Enterprise) password provided only to State personnel. A separate "guest" network must be configured if the Contractor's personnel share the physical connection.

The Contractor shall be responsible for the installation charges and all reinstallation charges following suspended periods. Monthly service and maintenance charges shall be billed by the Communication Service Provider (CSP) directly to the Contractor.

D. Waiver of Performance Requirements:

In locations where commercially available communication services are unable to meet one or more of the performance requirements specified in Section A, the Contractor may submit a written request to the Department for a waiver of the affected requirement(s). The request shall identify the requirement(s) that cannot be met, document the communication technologies reasonably available at the project location, and demonstrate that the proposed service represents the highest level of performance commercially available.

SECTION 643

TRAFFIC SIGNALS

643.19	Under 'Pay Item' replace		
643.83	Non-Invasive Detection – Stop Bar		Each
643.84	Non-Invasive Detection – Advance		Each
With the following:			
643.83	Video Detection System		Lump Sum
643.84	Interconnect Wire Between		Lump Sum

SECTION 652

MAINTENANCE OF TRAFFIC

- 652.2 Materials. Revise the second paragraph beginning with “ All signs shall be...” by adding the word “cones” to the second sentence so it reads in part
- “All barricades, **cones**, drums, and vertical panel markers shall be ...”
- 652.8.2 Revise the last paragraph beginning with “ There will be no payment...” by adding the following to the end:
- “There will be no payment for Maintenance of Traffic Control Devices during approved Contractor Requested Suspensions; The Contractor shall be responsible for maintaining all traffic control devices left in place during the suspension.”**

APPENDIX A TO DIVISION 100

SECTION 1 - BIDDING PROVISIONS

A. Federally Required Certifications By signing and delivering a Bid, the Bidder certifies as provided in all certifications set forth in this Appendix A - Federal Contract Provisions Supplement including:

- Certification Regarding No Kickbacks to Procure Contract as provided on this page 1 below.
- Certification Regarding Non-collusion as provided on page 1 below.
- Certification Regarding Non-segregated Facilities as provided by FHWA Form 1273, section III set forth on page 21 below.
- "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" as provided by FHWA Form 1273, section XI set forth on page 32 below.
- "Certification Regarding Use of Contract Funds for Lobbying" as provided by FHWA Form 1273, section XII set forth on page 35 below.

Unless otherwise provided below, the term "Bidder", for the purposes of these certifications, includes the Bidder, its principals, and the person(s) signing the Bid. Upon execution of the Contract, the Bidder (then called the Contractor) will again make all the certifications indicated in this paragraph above.

CERTIFICATION REGARDING NO KICKBACKS TO PROCURE CONTRACT Except expressly stated by the Bidder on sheets submitted with the Bid (if any), the Bidder hereby certifies, to the best of its knowledge and belief, that it has not:

(A) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract;

(B) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

(C) paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract;

By signing and submitting a Bid, the Bidder acknowledges that this certification is to be furnished to the Maine Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this contract in anticipation of federal aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

CERTIFICATION REGARDING NONCOLLUSION Under penalty of perjury as provided by federal law (28 U.S.C. §1746), the Bidder hereby certifies, to the best of its knowledge and belief, that:

the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with the Contract.

For a related provisions, see Section 102.7.2 (C) of the Standard Specifications - "Effects of Signing and Delivery of Bids" - "Certifications", Section 3 of this Appendix A entitled "Other Federal Requirements" including section XI - "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" and section XII. - "Certification Regarding Use of Contract Funds for Lobbying."

B. Bid Rigging Hotline To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

SECTION 2 - FEDERAL EEO AND CIVIL RIGHTS REQUIREMENTS

Unless expressly otherwise provided in the Bid Documents, the provisions contained in this Section 2 of this "Federal Contract Provisions Supplement" are hereby incorporated into the Bid Documents and Contract.

A. Nondiscrimination & Civil Rights - Title VI The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate. The Contractor and subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with all State of Maine and other Federal Civil Rights laws.

For related provisions, see Subsection B - "Nondiscrimination and Affirmative Action - Executive Order 11246" of this Section 2 and Section 3 - Other Federal Requirements of this "Federal Contract Provisions Supplement" including section II - "Nondiscrimination" of the "Required Contract Provisions, Federal Aid Construction Contracts", FHWA-1273.

B. Nondiscrimination and Affirmative Action - Executive Order 11246 Pursuant to Executive Order 11246, which was issued by President Johnson in 1965 and amended in 1967 and 1978, this Contract provides as follows.

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 efforts 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:

Ensure and maintain a working environment free of harassment, intimidations, 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 forepersons, 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.

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 union have employment opportunities available, and to maintain a record of the organization's responses.

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 therefore, along with whatever additional actions the Contractor may have taken.

Provide immediate written notification to the Department's Civil Rights Office when the union or unions with which the Contractor has a collective bargaining agreement has 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 Design-Builder's efforts to meet its obligations.

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 B above.

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 obligation; 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 work is performed.

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, General Forepersons, 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.

Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractor's and Subcontractors with whom the Contractor does or anticipates doing business.

Direct its recruitment efforts, both orally 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 notification to organizations such as the above describing the openings, screenings, procedures, and test to be used in the selection process.

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.

Validate all tests and other selection requirements.

Conduct, at least annually, an inventory and evaluation at least 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.

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 the Contractor's obligations under these specifications are being carried out.

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.

Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractor's and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

C. Goals for Employment of Women and Minorities Per Executive Order 11246, craft tradesperson goals are 6.9% women and .5% minorities employed. However, goals may be adjusted upward at the mutual agreement of the Contractor and the Department. Calculation of these percentages shall not include On-the-Job Training Program trainees, and shall not include clerical or field clerk position employees.

For a more complete presentation of requirements for such Goals, see the federally required document "Goals for Employment of Females and Minorities" set forth in the next 6 pages below.

Start of GOALS FOR EMPLOYMENT OF FEMALES AND MINORITIES
Federally Required Contract Document

§60-4.2 Solicitations

- (d) The following notice shall be included in, and shall be part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice of Requirement for Affirmative Action to Ensure Equal 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 work force in each trade on all construction work in the covered area, are as follows:

<u>Goals for female participation in each trade</u>	6.9%
---	------

Goals for minority participation for each trade

Maine

001 Bangor, ME	0.8%
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Non-SMSA Counties (Aroostook, Hancock, Penobscot, Piscataquis, Waldo, Washington)

002 Portland-Lewiston, ME

SMSA Counties: 4243 Lewiston-Auburn, ME (Androscoggin)	0.5%
---	------

6403 Portland, ME (Cumberland, Sagadahoc)	0.6%
--	------

Non-SMSA Counties: (Franklin, Kennebec, Knox, Lincoln, Oxford, Somerset, York)	0.5%
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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 regulations in 41 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 in 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 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated started and completion dates 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).

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;
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of the North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
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 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 a 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 Subcontractor 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 for Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a. through p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of 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 contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specific.
 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 minorities 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 expensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, when 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 organization's 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 sources 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 therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has 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 complied under 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 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 work 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, General Foremen, 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, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or 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 other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing prior to the date for the acceptance of applications for apprenticeship or 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 site and in other areas of a Contractor's work force.
- 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 at least 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 the 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

solicitation to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisor's 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 (7 a 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 7 a 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, ensures that the concrete benefits of the program and reflected in the Contractor's minority and female work force 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 take 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 noncompliance.
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, specific minority group of women is underutilized.)
10. The Contractor shall not use the goals and timetables or affirmative action even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if 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 or 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, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementation 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 60-4.6.

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 location at which the work was performed. Records 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 of 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).

End of GOALS FOR EMPLOYMENT OF FEMALES AND MINORITIES
Federally Required Contract Document

D. Section '**D Disadvantaged Business Enterprise (DBE) Requirements**' is removed in its entirety. The DBE material is in:

Section 105.10 EQUAL OPPORTUNITY AND CIVIL RIGHTS.

SECTION 3 - OTHER FEDERAL REQUIREMENTS

Unless expressly otherwise provided in the Bid Documents, the provisions contained in this Section 3 of this "Federal Contract Provisions Supplement" are hereby incorporated into the Bid Documents and Contract.

A. Buy America

If the cost of products purchased for permanent use in this project which are manufactured of steel, iron or the application of any coating to products of these materials exceeds 0.1 percent of the contract amount, or \$2,500.00, whichever is greater, the products shall have been manufactured and the coating applied in the United States. The coating materials are not subject to this clause, only the application of the coating. In computing that amount, only the cost of the product and coating application cost will be included.

Ore, for the manufacture of steel or iron, may be from outside the United States; however, all other manufacturing processes of steel or iron must be in the United States to qualify as having been manufactured in the United States.

United States includes the 50 United States and any place subject to the jurisdiction thereof.

Products of steel include, but are not limited to, such products as structural steel, piles, guardrail, steel culverts, reinforcing steel, structural plate and steel supports for signs, luminaries and signals.

Products of iron include, but are not limited to, such products as cast iron grates.

Application of coatings include, but are not limited to, such applications as epoxy, galvanized and paint.

To assure compliance with this section, the Contractor shall submit a certification letter on its letterhead to the Department stating the following:

“This is to certify that products made of steel, iron or the application of any coating to products of these materials whose costs are in excess of \$2,500.00 or 0.1 percent of the original contract amount, whichever is greater, were manufactured and the coating, if one was required, was applied in the United States.”

B. Materials

a. Convict Produced Materials References: 23 U.S.C. 114(b)(2), 23 CFR 635.417

Applicability: FHWA's prohibition against the use of convict material only applies to Federal-aid highways. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if: 1) such materials have been produced by convicts who are on parole, supervised release, or probation from a prison; or 2) such material has been produced in a qualified prison facility, e.g., prison industry, with the amount produced during any 12-month period, for use in Federal-aid projects, not exceeding the amount produced, for such use, during the 12-month period ending July 1, 1987.

Materials obtained from prison facilities (e.g., prison industries) are subject to the same requirements for Federal-aid participation that are imposed upon materials acquired from other sources. Materials manufactured or produced by convict labor will be given no preferential treatment.

The preferred method of obtaining materials for a project is through normal contracting procedures which require the contractor to furnish all materials to be incorporated in the work. The contractor selects the source, public or private, from which the materials are to be obtained (23 CFR 635.407). Prison industries are prohibited from bidding on projects directly (23 CFR 635.112e), but may act as material supplier to construction contractors.

Prison materials may also be approved as State-furnished material. However, since public agencies may not bid in competition with private firms, direct acquisition of materials from a prison industry for use as State-furnished material is subject to a public interest finding with the Division Administrator's concurrence (23 CFR 635.407d). Selection of materials produced by convict labor as State-furnished materials for mandatory use should be cleared prior to the submittal of the Plans Specifications & Estimates (PS&E).

b. Patented/Proprietary Products References: 23 U.S.C. 112, 23 CFR 635.411

FHWA will not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the plans and specifications for a project, unless:

- the item is purchased or obtained through competitive bidding with equally suitable unpatented items,
- the STA certifies either that the proprietary or patented item is essential for synchronization with the existing highway facilities or that no equally suitable alternative exists, or
- the item is used for research or for a special type of construction on relatively short sections of road for experimental purposes. States should follow FHWA's procedures for "Construction Projects Incorporating Experimental Features" (expmmt.htm) for the submittal of work plans and evaluations.

The primary purpose of the policy is to have competition in selection of materials and allow for development of new materials and products. The policy further permits materials and products that are judged equal may be bid under generic specifications. If only patented or proprietary products are acceptable, they shall be bid as alternatives with all, or at least a reasonable number of, acceptable materials or products listed; and the Division Administrator may approve a single source if it can be found that its utilization is in the public interest.

Trade names are generally the key to identifying patented or proprietary materials. Trade name examples include 3M, Corten, etc. Generally, products identified by their brand or trade name are not to be specified without an "or equal" phrase, and, if trade names are used, all, or at least a reasonable number of acceptable "equal" materials or products should be listed. The licensing of several suppliers to produce a product does not change the fact that it is a single product and should not be specified to the exclusion of other equally suitable products.

c. State Preference References: 23 U.S.C. 112, 23 CFR 635.409

Materials produced within Maine shall not be favored to the exclusion of comparable materials produced outside of Maine. State preference clauses give particular advantage to the designated source and thus restrict competition. Therefore, State preference provisions shall not be used on any Federal-aid construction projects.

This policy also applies to State preference actions against materials of foreign origin, except as otherwise permitted by Federal law. Thus, States cannot give preference to in-State material sources over foreign material sources. Under the Buy America provisions, the States are permitted to expand the Buy America restrictions provided that the STA is legally authorized under State law to impose more stringent requirements.

d. State Owned/Furnished/Designated Materials References: 23 U.S.C. 112, 23 CFR 635.407

Current FHWA policy requires that the contractor must furnish all materials to be incorporated in the work, and the contractor shall be permitted to select the sources from which the materials are to be obtained. Exceptions to this requirement may be made when there is a definite finding, by MaineDOT and concurred in by Federal Highway Administration's (FHWA) Division Administrator, that it is in the public interest to require the contractor to use materials furnished by the MaineDOT or from sources designated by MaineDOT. The exception policy can best be understood by separating State-furnished materials into the categories of manufactured materials and local natural materials.

Manufactured Materials When the use of State-furnished manufactured materials is approved based on a public interest finding, such use must be made mandatory. The optional use of State-furnished manufactured materials is in violation of our policy prohibiting public agencies from competing with private firms. Manufactured materials to be furnished by MaineDOT must be acquired through competitive bidding, unless there is a public interest finding for another method, and concurred in by FHWA's Division Administrator.

Local Natural Materials When MaineDOT owns or controls a local natural materials source such as a borrow pit or a stockpile of salvaged pavement material, etc., the materials may be designated for either optional or mandatory use; however, mandatory use will require a public interest finding (PIF) and FHWA's Division Administrator's concurrence.

In order to permit prospective bidders to properly prepare their bids, the location, cost, and any conditions to be met for obtaining materials that are made available to the contractor shall be stated in the bidding documents.

Mandatory Disposal Sites Normally, the disposal site for surplus excavated materials is to be of the contractor's choosing; although, an optional site(s) may be shown in the contract provisions. A mandatory site shall be specified when there is a finding by MaineDOT, with the concurrence of the Division Administrator, that such placement is the most economical or that the environment would be substantially enhanced without excessive cost. Discussion of the mandatory use of a disposal site in the environmental document may serve as the basis for the public interest finding.

Summarizing FHWA policy for the mandatory use of borrow or disposal sites:

- mandatory use of either requires a public interest finding and FHWA's Division Administrator's concurrence,
- mandatory use of either may be based on environmental consideration where the environment will be substantially enhanced without excessive additional cost, and
- where the use is based on environmental considerations, the discussion in the environmental document may be used as the basis for the public interest finding.

Factors to justify a public interest finding should include such items as cost effectiveness, system integrity, and local shortages of material.

C. Standard FHWA Contract Provisions - FHWA 1273

Unless expressly otherwise provided in the Bid Documents, the following “Required Contract Provisions, Federal Aid Construction Contracts”, FHWA-1273, are hereby incorporated into the Bid Documents and Contract.

Cargo Preference Act : Contractor and Subcontractor Clauses. “Use of United States-flag vessels: The contractor 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.”(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 (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]

The Cargo Preference Act requirements apply to materials or equipment that are acquired for a specific Federal-aid highway project. In general, the requirements are not applicable to goods or materials that come into inventories independent of an FHWA funded-contract. For example, the requirements would not apply to shipments of Portland cement, asphalt cement, or aggregates, as industry suppliers and contractors use these materials to replenish existing inventories. In general, most of the materials used for highway construction originate from existing inventories and are not acquired solely for a specific Federal-aid project. However, if materials or equipment are acquired solely for a Federal-aid project, then the Cargo Preference Act requirements apply.”

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 repurchase 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/WHDL/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 procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

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 longstanding 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.

* * * * *

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 contractor). "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 to 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.

* * * * *

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.

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The **Maine Department of Transportation** (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through **Federal Highway Administration** (herein referred to as "FHWA" is subject to and will comply with the following:

Statutory/Regulatory Authorities

- 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);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **FHWA Program**.

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.2(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **FHWA Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The **Maine Department of Transportation**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds,

leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - A. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, **Maine Department of Transportation** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA's** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA** or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Maine Department of Transportation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **FHWA Programs**. This ASSURANCE is binding on the State of Maine, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the **FHWA Programs**. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Maine Department of Transportation
Dale F. Doughty, Commissioner
(Name of Recipient)

By: 
(Signature of Authorized Official)

Dated: 2-13-26

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 Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Aviation 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. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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, 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, or national origin.
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.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **Maine Department of Transportation** will accept title to the lands and maintain the project constructed thereon in accordance with all requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, Non-discrimination in Federally-assisted Programs of the Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), the Regulations for the Administration of **Federal Aviation Administration (FHWA) Program**, and the policies and procedures prescribed by the **FHWA** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **Maine Department of Transportation** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **Maine Department of Transportation** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **Maine Department of Transportation**, its successors and assigns.

The **Maine Department of Transportation**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [.,] [and]* (2) that the **Maine Department of Transportation** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non- discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation

and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **Maine Department of Transportation** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **Maine Department of Transportation** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **Maine Department of Transportation** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **Maine Department of Transportation** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **Maine Department of Transportation** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, **Maine Department of Transportation** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **Maine Department of Transportation** will there upon revert to and vest in and become the absolute property of **Maine Department of Transportation** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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:

Pertinent Non-Discrimination Authorities:

- 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); and 49 CFR Part 21.
- 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, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 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 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 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).



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION | AUGUSTA, MAINE 04333-0017
DEPARTMENT ORDER

IN THE MATTER OF

MAINE DEPARTMENT OF	) NATURAL RESOURCES PROTECTION ACT
TRANSPORTATION	)
Frenchville, Androscoggin County	) WETLAND ALTERATION
SHORELINE STABILIZATION	) WATER QUALITY CERTIFICATION
L-100604-0001 (approval)	) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S. §§ 480-A–480-KK, Section 401 of the Clean Water Act (33 U.S.C. § 1341), and Chapters 310 and 315 of Department rules, the Department of Environmental Protection (Department) has considered the application of MAINE DEPARTMENT OF TRANSPORTATION (applicant) with the supportive data and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. Summary: The applicant proposes to install 306 linear feet of riprap to stabilize an eroding embankment on the St. John River. The riprap will be installed at a 1.75H:1V slope to a height of 5 feet above the normal high-water elevation (470 feet in elevation above sea level), which is 38 feet below the base flood elevation mapped by the Federal Emergency Management Agency (FEMA). The applicant proposes 7,772 square feet of direct permanent impact and 1,721 square feet of direct temporary impact to the riverine resource. The project is shown on a plan provided by the State of Maine Department of Transportation, titled “US RTE FRENCHVILLE-FT KENT AROOSTOOK COUNTY”, dated 16 April 2026. The applicant proposes an in-lieu fee to compensate for the direct impact to riverine wetlands. The project site is located on Route 1 in the Town of Frenchville.

B. Current Use of the Site: The project site is located along US Route 1. The parcel is included in the US Route 1 right-of-way on Map 5 of the Town of Frenchville’s tax maps.

2. EXISTING SCENIC, AESTHETIC, RECREATIONAL OR NAVIGATIONAL USES:

The Natural Resources Protection Act (NRPA), in 38 M.R.S. § 480-D(1), requires the applicant to demonstrate that the proposed project will not unreasonably interfere with existing scenic, aesthetic, recreational and navigational uses.

In accordance with Chapter 315, *Assessing and Mitigating Impacts to Scenic and Aesthetic Uses* (06-096 C.M.R. ch. 315, effective June 29, 2003), the applicant

submitted a copy of the Department's Visual Evaluation Field Survey Checklist as Appendix A to the application along with a description of the property and the proposed project. The applicant also submitted several photographs of the proposed project site and surroundings.

The proposed project is located on the St. John River, which is a scenic resource visited by the general public, in part, for the use, observation, enjoyment and appreciation of its natural and cultural visual qualities. The project will be visible from the resource. However, in a 2021 survey conducted by the Maine Natural Areas Program (MNAP), it was noted that multiple nearby sites have previously installed riprap.

This area experiences some residential use. A parcel nearby has an existing shoreline stabilization visible from the resource. The applicant has limited the height of the stabilization to five feet above the normal high-water elevation, the minimum required to stabilize the embankment, to reduce the visibility of the shoreline stabilization from the scenic resource. Stone used for the riprap will be similar in color to the existing shoreline material but will not be obtained from the shore or water.

The applicant proposes to plant a 10-foot-wide native vegetation buffer above the riprap to provide visual screening from the resource. The plantings must be monitored and replanted as necessary to achieve 85 percent survival after three growing seasons. The applicant must submit photos to the Department documenting vegetative buffer survival or re-planting annually for three years.

The Department staff utilized the Department's Visual Impact Assessment Matrix in its evaluation of the proposed project and the Matrix showed an acceptable potential visual impact rating for the proposed project. Based on the information submitted in the application and the visual impact rating, the Department determined that the location and scale of the proposed activity is compatible with the existing visual quality and landscape characteristics found within the viewshed of the scenic resource in the project area.

The Department determined that based on the nature of the proposed project and its location, there are no existing recreational or navigational uses of the resource that would be unreasonably impacted.

The Department finds that the proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational or navigational uses of the St. John River.

3. SOIL EROSION:

The NRPA, in 38 M.R.S. § 480-D(2), requires the applicant to demonstrate that the proposed project will not cause unreasonable erosion of soil or sediment nor

unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment. To minimize construction-related sedimentation and satisfy this standard, the applicant submitted an erosion and sedimentation control plan tailored to the site's specific environmental variables.

Construction activities will initiate in the upland zone and systematically progress downstream. This sequential approach prevents heavy machinery from re-entering and disrupting newly stabilized, downstream slopes. To contain sediment and silt stirred up by nearshore construction activities and localized stormwater runoff, the applicant will deploy a floating silt boom, also known as a turbidity curtain. The curtain will be fully deployed when water levels are at or near the project boundary to minimize impacts on ambient water clarity. To prevent localized soil discharge into the resource, all active, completed, or temporarily halted work zones will be stabilized on a weekly basis, or immediately prior to any forecasted significant storm event. Permanent erosion control will be established on all disturbed soils. The applicant will achieve a minimum of 90% ground coverage across all exposed soils by seeding with a perennial conservation mix or by replacing and interlocking riprap stone along the high-energy slope margins.

Based on the provided soil erosion and sediment control plan, the Department finds that the activity will not cause unreasonable erosion of soil or sediment, nor unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.

4. HABITAT CONSIDERATIONS:

The NRPA, in 38 M.R.S. § 480-D(3), requires the applicant to demonstrate that the proposed project will not unreasonably harm significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine or marine fisheries or other aquatic life.

The project site is a steep riverine scrub-shrub system with a rocky shoreline directly adjacent to the St. John River. Ice scour is actively eroding the bank on the site, and material is sloughing into the river. In MNAP's 2021 survey, it was determined that the project site does not contain any rare plant species, including Furbish's lousewort. The survey noted that the landscape context was poor.

According to the Department's Geographic Information System (GIS) database there are no mapped Essential or Significant Wildlife Habitats located at the site.

The Department finds that the activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine or marine fisheries or other aquatic life.

5. WATER QUALITY CONSIDERATIONS:

As discussed in Finding 3, the applicant proposes to use erosion and sediment control during construction to minimize impacts to water quality from siltation.

The Department does not anticipate that the proposed project will violate any state water quality law, including those governing the classification of the State's waters.

6. WETLANDS AND WATERBODIES PROTECTION RULES:

The applicant proposes to directly alter 7,772 square feet and 306 linear feet of riverine wetlands to construct the proposed shoreline stabilization. This includes 1,721 square feet of temporary direct impact to the resource during construction. This includes altering freshwater wetlands adjacent to and within a river, which are wetlands of special significance.

The *Wetlands and Waterbodies Protection Rules*, 06-096 C.M.R. ch. 310 (last amended June 17, 2025), interpret and elaborate on the Natural Resources Protection Act (NRPA) criteria for obtaining a permit. The rules guide the Department in its determination of whether a project's impacts would be unreasonable. A proposed project would generally be found to be unreasonable if it would cause a loss in wetland area, functions and values and there is a practicable alternative to the project that would be less damaging to the environment. Each application for a NRPA permit that involves a riverine system alteration must provide an analysis of alternatives in order to demonstrate that a practicable alternative does not exist.

Pursuant to the *Wetlands and Waterbodies Protection Rules*, an applicant for a shoreline stabilization project using riprap or other structural, non-biodegradable stabilization materials must demonstrate that the project is a health or safety project or designed to achieve another project purpose provided for in the rules. The applicant's project is a health or safety project as it is designed to protect a public road that is less than 100 feet from the eroding bank and cannot be practicably relocated. This purpose is among the activities specifically provided for in Chapter 310, §5-A(B).

A. Avoidance. An applicant must submit an analysis of whether there is a practicable alternative to the project that would be less damaging to the environment and this analysis is considered by the Department in its assessment of the reasonableness of any impacts. Additionally, for activities proposed in, on, or over wetlands of special significance the activity must be among the types listed in Chapter 310, § 5(A) or a practicable alternative less damaging to environment is considered to exist and the impact is unreasonable. The project site is directly adjacent to US Route 1, which is a road used frequently by the

public. A road such as this is among the activities specifically provided for in Chapter 310, §5(A)(1)(b).

The applicant submitted an alternatives analysis for the proposed project completed by the Maine Department of Transportation and dated 8 May 2026. The purpose of this project is to stabilize eroding embankments due to ice scour, which is a direct risk to the road. The applicant considered multiple alternatives. Not conducting the project would eventually result in the road washing away, which would pose a direct risk to the public. Diverting overland flow and planting erosion-resistant vegetation would be ineffective, as the erosion is caused by ice. Additionally, the applicant considered biodegradable materials, which would not meet Federal Highway safety standards. Regrading would result in additional direct impacts to the resource. Based on these considerations and in order to meet the stated project purpose, some permanent impacts to the riverine wetland are unavoidable.

B. Minimal Alteration. In support of an application and to address the analysis of the reasonableness of any impacts of a proposed project, an applicant must demonstrate that the amount of riverine wetland to be altered will be kept to the minimum amount necessary for meeting the overall purpose of the project. Additionally, the project is subject to the limitations on shoreline stabilization projects listed in Chapter 310, § 5-A(D).

The applicant proposes to stabilize only areas that are actively eroding due to ice scouring. Impact to the riverine wetland will be minimized by installing the riprap as steeply as possible to minimize direct impacts to the wetland while conforming with road safety standards. The length of the project along the shoreline has been kept to the minimum amount necessary to achieve the project purpose described above. The height of the project will be five feet in elevation above the mean high-water line, which is 38 feet below the base flood elevation mapped by the Federal Emergency Management Agency (FEMA). Existing vegetation will be maintained, and/or supplemental vegetation will be incorporated above the riprap. The applicant stated that the proposed project minimizes impacts to the riverine wetland to the greatest practicable extent.

C. Compensation. In accordance with Chapter 310, § 5(C)(6)(b), compensation may be required to achieve the goal of no net loss of wetland functions and values. The applicant proposes to make a contribution to the In-Lieu Fee (ILF) program of the Maine Natural Resource Conservation Program. During the review of this project, the Department determined that to compensate for the proposed 3,167 square feet of freshwater wetland and 329 linear feet of stream impacts, the applicant must purchase 0.10355 wetland and 109.3905 stream ILF credits. The ILF amount due will be based upon the rates in effect at the time of payment submission. Prior to the start of construction, the applicant must submit a payment for 0.10355 wetland and 109.3905 stream ILF credits to "Treasurer, State of Maine," and directed to the attention of the In-Lieu Fee

Program Administrator at 17 State House Station, Augusta, Maine 04333 or via the Department's online payment portal. A copy of this Order, a completed Maine In-Lieu Fee Worksheet, and a location map must be included with payment submittal.

The Department finds that the applicant has avoided and minimized riverine wetland impacts to the greatest extent practicable, and that the proposed project represents the least environmentally damaging alternative that meets the overall purpose of the project provided that prior to project construction, the applicant submits the In-Lieu Fee payment as described above.

7. OTHER CONSIDERATIONS:

The Department finds, based on the design, proposed construction methods, and location, the proposed project will not inhibit the natural transfer of soil from the terrestrial to the marine environment, will not interfere with the natural flow of any surface or subsurface waters, and will not cause or increase flooding. The proposed project is not located in a coastal sand dune system, is not a crossing of an outstanding river segment, and does not involve dredge spoils disposal or the transport of dredge spoils by water.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. §§ 480-A–480-KK and Section 401 of the Clean Water Act (33 U.S.C. § 1341):

- A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses provided that the applicant monitors and maintains vegetation as described in Finding 2.
- B. The proposed activity will not cause unreasonable erosion of soil or sediment.
- C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.
- D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life provided that prior to construction the applicant makes a contribution to the In-Lieu Fee program as described in Finding 6.
- E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.
- F. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters.

- G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.
- H. The proposed activity is not on or adjacent to a sand dune.
- I. The proposed activity is not on an outstanding river segment as noted in 38 M.R.S. § 480-P.

THEREFORE, the Department APPROVES the above noted application of MAINE DEPARTMENT OF TRANSPORTATION to stabilize an eroding shoreline as described in Finding 1, SUBJECT TO THE ATTACHED CONDITIONS, and all applicable standards and regulations:

- 1. Standard Conditions of Approval, a copy attached.
- 2. The applicant shall take all necessary measures to ensure that its activities or those of its agents do not result in measurable erosion of soil on the site during the construction of the project covered by this approval.
- 3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- 4. Prior to the start of construction, the applicant must submit a payment for 0.10355 wetland and 109.3905 stream ILF credits to "Treasurer, State of Maine," and directed to the attention of the In-Lieu Fee Program Administrator at 17 State House Station, Augusta, Maine 04333 or via the Department's online payment portal. A copy of this Order, a completed Maine In-Lieu Fee Worksheet, and a location map must be included with payment submittal.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 24TH DAY OF JUNE, 2026.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: 
For: Melanie Loyzim, Commissioner

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

AR/L-100604-0001/HQN-CBS7-SZ7P8

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
NATURAL RESOURCES PROTECTION ACT(NRPA)
STANDARD CONDITIONS**

THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCES PROTECTION ACT, 38 M.R.S. § 480-A ET SEQ., UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

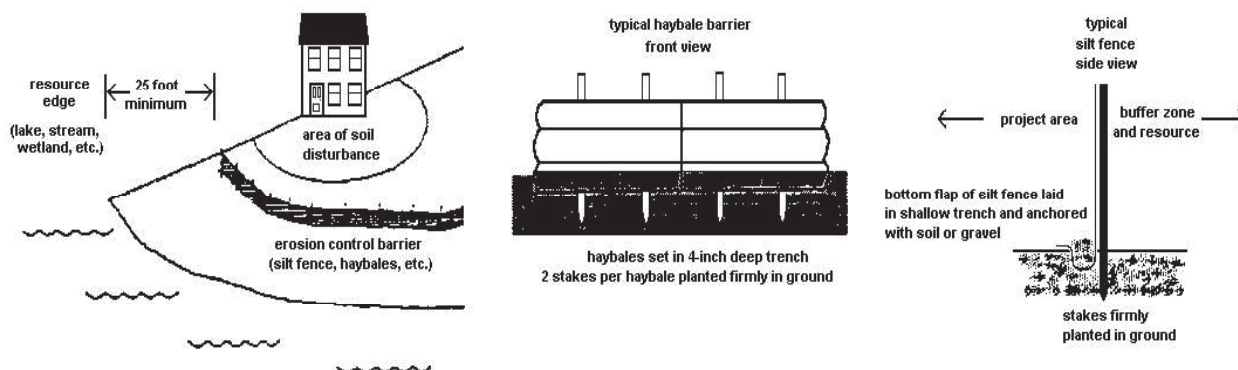
- A. Approval of Variations From Plans.** The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
- B. Compliance With All Applicable Laws.** The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Erosion Control.** The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.
- D. Compliance With Conditions.** Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other the specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.
- E. Time frame for approvals.** If construction or operation of the activity is not begun within four years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- F. No Construction Equipment Below High Water.** No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.
- G. Permit Included In Contract Bids.** A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.
- H. Permit Shown To Contractor.** Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.

Revised September 2016

DEPARTMENT OF ENVIRONMENTAL PROTECTION EROSION CONTROL FOR HOMEOWNERS

Before Construction

1. If you have hired a contractor, make sure you discuss your permit with them. Talk about what measures they plan to take to control erosion. Everybody involved should understand what the resource is, and where it is located. Most people can identify the edge of a lake or river. However, the edges of wetlands are often not so obvious. Your contractor may be the person actually pushing dirt around, but you are both responsible for complying with the permit.
2. Call around to find where erosion control materials are available. Chances are your contractor has these materials already on hand. You probably will need silt fence, hay bales, wooden stakes, grass seed (or conservation mix), and perhaps filter fabric. Places to check for these items include farm & feed supply stores, garden & lawn suppliers, and landscaping companies. It is not always easy to find hay or straw during late winter and early spring. It also may be more expensive during those times of year. Plan ahead – buy a supply early and keep it under a tarp.
3. Before any soil is disturbed, make sure an erosion control barrier has been installed. The barrier can be either a silt fence, a row of staked hay bales, or both. Use the drawings below as a guide for correct installation and placement. The barrier should be placed as close as possible to the soil-disturbance activity.
4. If a contractor is installing the erosion control barrier, double check it as a precaution. Erosion control barriers should be installed “on the contour,” meaning at the same level or elevation across the land slope, whenever possible. This keeps stormwater from flowing to the lowest point along the barrier where it can build up and over-flow or destroy the barrier.



During Construction

1. Use lots of hay or straw mulch on disturbed soil. The idea behind mulch is to prevent rain from striking the soil directly. It is the force of raindrops hitting the bare ground that makes the soil begin to move downslope with the runoff water, and cause erosion. More than 90% of erosion is prevented by keeping the soil covered.
2. Inspect your erosion control barriers frequently. This is especially important after a rainfall. If there is muddy water leaving the project site, then your erosion controls are not working as intended. You or your contractor then need to figure out what can be done to prevent more soil from getting past the barrier.

3. Keep your erosion control barrier up and maintained until you get a good and healthy growth of grass and the area is permanently stabilized.

After Construction

1. After your project is finished, seed the area. Note that all ground covers are not equal. For example, a mix of creeping red fescue and Kentucky bluegrass is a good choice for lawns and other high-maintenance areas. But this same seed mix is a poor selection for stabilizing a road shoulder or a cut bank that you don't intend to mow. Your contractor may have experience with different seed mixes, or you might contact a seed supplier for advice.
2. Do not spread grass seed after September 15. There is the likelihood that germinating seedlings could be killed by a frost before they have a chance to become established. Instead, mulch the area with a thick layer of hay or straw. In the spring, rake off the mulch and then seed the area. Don't forget to mulch again to hold in moisture and prevent the seed from washing away or being eaten by birds or other animals.
3. Keep your erosion control barrier up and maintained until you get a good and healthy growth of grass and the area is permanently stabilized.

Why Control Erosion?

To Protect Water Quality

When soil erodes into protected resources such as streams, rivers, wetlands, and lakes, it has many bad effects. Eroding soil particles carry phosphorus to the water. An excess of phosphorus can lead to explosions of algae growth in lakes and ponds called blooms. The water will look green and can have green slime in it. If you are near a lake or pond, this is not pleasant for swimming, and when the soil settles out on the bottom, it smothers fish eggs and small animals eaten by fish. There many other effects as well, which are all bad.

To Protect the Soil

It has taken thousands of years for our soil to develop. Its usefulness is evident all around us, from sustaining forests and growing our garden vegetables, to even treating our septic wastewater! We cannot afford to waste this valuable resource.

To Save Money

Replacing topsoil or gravel washed off your property can be expensive. You end up paying twice because State and local governments wind up spending your tax dollars to dig out ditches and storm drains that have become choked with sediment from soil erosion.



DEP INFORMATION SHEET

Appeals to the Board of Environmental Protection

Date: November 2024 | Contact: Clerk.BEP@maine.gov or (207) 314-1458

SUMMARY

This document provides information regarding a person's rights and obligations in filing an administrative or judicial appeal of: (1) a final license decision made by the Commissioner of the Department of Environmental Protection ("DEP"); or (2) an insurance claim-related decision ("Clean-up and Response Fund decision") made by the Commissioner or the Office of State Fire Marshal pursuant to [38 M.R.S. § 568-A](#).

Except as explained below, there are two methods available to an aggrieved person seeking to appeal a license decision made by the Commissioner or a Clean-up and Response Fund decision: (1) an administrative appeal before the Board of Environmental Protection ("Board"); or (2) a judicial appeal before Maine's Superior Court. An aggrieved person seeking review of a license decision or Clean-up and Response Fund decision made by the Board may seek judicial review in Maine's Superior Court.

An appeal of a license decision made by the DEP Commissioner or the Board regarding an application for an expedited wind energy development ([35-A M.R.S. § 3451\(4\)](#)), a general permit for an offshore wind energy demonstration project ([38 M.R.S. § 480-HH\(1\)](#)), or a general permit for a tidal energy demonstration project ([38 M.R.S. § 636-A](#)) must be taken to the Supreme Judicial Court sitting as the Law Court.

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

A person filing an appeal with the Board should review the applicable rules and statutes, including the DEP's Chapter 2 rule, [Processing of Applications and Other Administrative Matters \(06-096 C.M.R. ch. 2\)](#); Organization and Powers, [38 M.R.S. §§ 341-D\(4\)](#) and [346](#); and the Maine Administrative Procedure Act, [5 M.R.S. § 11001](#).

DEADLINE TO SUBMIT AN APPEAL TO THE BOARD

Within 30 calendar days of the date of: (1) a final license decision of the Commissioner; or (2) a Clean-up and Response Fund decision, an aggrieved person may appeal to the Board for review of that decision. "Aggrieved person" means any person whom the Board determines may suffer a particularized injury as a result of a Commissioner's license decision or a Clean-up and Response Fund decision. A complete appeal must be received by the Board no later than 5:00 p.m. on the 30th calendar day of the decision being appealed. With limited exception, untimely appeals will be dismissed.

HOW TO SUBMIT AN APPEAL TO THE BOARD

An appeal to the Board may be submitted via postal mail or electronic mail (e-mail) and must contain all signatures and required appeal contents. An electronic filing must contain the scanned original signature of the appellant(s). The appeal documents must be sent to the following address.

Chair, Board of Environmental Protection
c/o Board Clerk
17 State House Station
Augusta, ME 04333-0017
Clerk.BEP@maine.gov

The DEP may also request the submittal of the original signed paper appeal documents when the appeal is filed electronically. The risk of material not being received in a timely manner is on the sender, regardless of the method used.

At the time an appeal is filed with the Board, the appellant must send a copy of the appeal to: (1) the Commissioner of the DEP (Maine Department of Environmental Protection, 17 State House Station, Augusta, Maine 04333-0017); (2) the licensee, if the appellant is not the licensee; and (3) if a hearing was held on the application, any intervenors in that hearing proceeding. For appeals of Clean-up and Response Fund decisions made by the State Fire Marshal, the appellant must also send a copy of the appeal to the State Fire Marshal. **Please contact the Board Clerk at clerk.bep@maine.gov or DEP staff at 207-287-7688 with questions or for contact information regarding a specific license or Clean-up and Response Fund decision.**

REQUIRED APPEAL CONTENTS

A written appeal must contain the information specified in Chapter 2, section 23(B) or section 24(B), as applicable, at the time the appeal is submitted. **Please carefully review these sections of Chapter 2**, which is available online at <https://www.maine.gov/sos/sites/maine.gov.sos/files/content/assets/096c002.docx>, or contact the Board Clerk to obtain a copy of the rule. Failure to comply with the content of appeal requirements may result in the appeal being dismissed pursuant to Chapter 2, section 23(C) or section 24(C).

OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with the administrative record.* Generally, the record on which the Board decides an appeal is limited to the record prepared by the agency in its review of the application, any supplemental evidence admitted to the record by the Board Chair and, if a hearing is held on the appeal, additional evidence admitted during the hearing. A person who seeks to appeal a decision to the Board is encouraged to contact the DEP (or State Fire Marshal for Clean-up and Response Fund decisions made by that agency) to inspect the record before filing an appeal.
2. *Be familiar with the applicable rules and laws.* An appellant is required to identify the licensing criterion or standard the appellant believes was not satisfied in issuing the

decision, the bases of the objections or challenges, and the remedy sought. Prior to filing an appeal, review the decision being appealed to identify the rules and laws that are applicable to the decision. An appellant may contact the DEP or Board staff with any questions regarding the applicable rules and laws or the appeal procedure generally.

3. *The filing of an appeal does not operate as a stay to any decision.* If a license has been granted and it has been appealed, the license normally remains in effect pending the processing of the appeal. Unless a separate stay of the decision is requested and granted (see Chapter 2, section 23(M)), the licensee may proceed with an approved project pending the outcome of the appeal. Any activity initiated in accordance with the approved license during the pendency of the appeal comes with the risk of not knowing the outcome of the appeal, including the possibility that the decision may be reversed or modified by the Board.
4. *Alternative dispute resolution.* If the appeal participants agree to use mediation or another form of alternative dispute resolution (“ADR”) to resolve the appeal and so notify the Board, the Board will not hear the matter until the conclusion of that effort, provided the participants engaged in the alternative dispute resolution demonstrate satisfactory progress toward resolving the issues. See Chapter 2, section 23(H) or contact the Board Executive Analyst (contact information below) for more information on the ADR provision.

WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD

The Board will acknowledge receipt of each appeal and develop a service list of appeal participants and any interested persons for use in the appeal proceeding. Electronic mail (e-mail) is the preferred method of communication during an appeal proceeding; however, the Board reserves the right to require paper copies of all filings. Once the Board Chair rules on the admissibility of all proposed supplemental evidence, the licensee (if the licensee is not the appellant) may respond to the merits of the appeal. Instructions specific to each appeal will be provided in correspondence from the Board Executive Analyst or Board Chair. Generally, once all filings in an appeal proceeding are complete, the DEP staff will assemble a packet of materials for the Board (Board packet), including a staff recommendation in the form of a proposed Board Order. Once available, appeal participants will receive a copy of the Board packet and an agenda with the meeting location and start time. Once finalized, the meeting agenda will be posted on the Board’s webpage <https://www.maine.gov/dep/bep/index.html>. Appeals will be considered based on the administrative record on appeal and oral argument at a regular meeting of the Board. See Chapter 2, Section 23(I). The Board may affirm all or part of the decision under appeal; affirm all or part of the decision under appeal with modifications, or new or additional conditions; order a hearing to be held as expeditiously as possible; reverse the decision under appeal; or remand the decision to the Commissioner or State Fire Marshal, as applicable, for further proceedings.

II. JUDICIAL APPEALS

The filing of an appeal with the Board is not a prerequisite for the filing of a judicial appeal. Maine law generally allows aggrieved persons to appeal final license decisions to Maine's Superior Court (see [38 M.R.S. § 346\(1\)](#); [Chapter 2](#); [5 M.R.S. § 11001](#); and [M.R. Civ. P. 80C](#)). A judicial appeal by a party to the underlying proceeding must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other aggrieved person, an appeal must be filed within 40 days of the date the decision was rendered. An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. See 38 M.R.S. § 346(4), the Maine Administrative Procedure Act, statutes governing a particular license decision, and the Maine Rules of Civil Procedure for substantive and procedural details applicable to judicial appeals.

ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal procedure, for administrative appeals contact the Board Clerk at clerk.bep@maine.gov or 207-287-2811 or the Board Executive Analyst at bill.hinkel@maine.gov or 207-314-1458, or for judicial appeals contact the court clerk's office in which the appeal will be filed.

Note: This information sheet, in conjunction with a review of the statutory and rule provisions referred to herein, is provided to help a person to understand their rights and obligations in filing an administrative or judicial appeal, and to comply with notice requirements of the Maine Administrative Procedure Act, 5 M.R.S. § 9061. This information sheet is not intended to supplant the parties' obligations to review and comply with all statutes and rules applicable to an appeal and insofar as there is any inconsistency between the information in this document and the applicable statutes and rules, the relevant statutes and rules apply.



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

August 13, 2026

Regulatory Division
File No. NAE-2026-00751
MaineDOT WIN: 22656.00

Danielle Tetreau
Maine Department of Transportation
24 Child Street
Augusta, Maine 04330
Via email: danielle.tetreau@maine.gov

Dear Danielle Tetreau:

The U.S. Army Corps of Engineers (Corps) has reviewed your request to discharge fill material in waters of the U.S. associated with a 4.64-mile-long linear transportation project. The proposed work is located in the Saint Johns River, four unnamed tributaries to the Saint John River, and adjacent palustrine wetlands, at multiple locations on U.S. Route 1 starting in Frenchville (Latitude 47.2799°N, Longitude -68.4432°W) and extending northwest 4.64 miles into Fort Kent (Latitude 47.2916°N, Longitude -68.5247°W), Aroostook County, Maine. The proposed regulated activities associated with this project are detailed on the attached drawings titled "FRENCHVILLE-FORT KENT WIN# 22656.00," on 46 sheets dated April 17 and May 6, 2026, and are described below.

Project Description

The Maine Department of Transportation will replace seven existing culverts in non-tidal streams, install one new outfall, reconstruct 4.64-miles of roadway along U.S. Route 1, and stabilize the banks and crossing outlets with riprap. The culverts to be replaced consist of two concrete pipe culverts, which will be replaced by outfalls, and five metal or plastic pipe culverts, which will be replaced with pipe culverts. The new outfall will consist of a 50-foot-long by 1.5-foot-span drainage outlet. In-water construction will be completed behind sealed cofferdams. The roadway reconstruction will raise the highway grade by approximately 4 inches, creating 11-foot travel lanes and 4-foot shoulders. Bank stabilization along the Saint John River will include 4 feet of riprap fill along 305 linear feet. Below the ordinary high water mark (OHWM) of the Saint John River and four unnamed tributaries to the Saint John River, there will be a total of 0.204 acre of permanent loss of waters along 474.5 linear feet stream from the culvert replacements, outfall installation, and riprap, as well as 2,468 square feet of temporary impacts from cofferdams. The 10 projects also include a total of 0.313 acre of permanent loss of palustrine wetlands from the outfall replacements, riprap, and

roadway fill material, as well as 0.193 acre of temporary impacts in palustrine wetlands from construction access.

Based on the information provided, the Corps has verified that the proposed actions are authorized under Nationwide Permit (NWP) 14, Linear Transportation Projects, pursuant to authorities under Section 404 of the Clean Water Act (33 U.S.C. § 1344). This letter serves as a permit verification for 10 single and complete linear projects under NWP 14. You must ensure the proposed work is performed in accordance with the enclosed applicable terms and conditions. You can find a copy of these permits at: <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/>.

Special Conditions

In addition, this verification is subject to the following special conditions:

1. Compensatory mitigation shall consist of purchasing 0.386 non-tidal wetland In-Lieu-Fee (ILF) credits and 320.28 stream ILF credits from the Maine Natural Resource Conservation Fund. The current cost to purchase these credits can be found at the following Maine DEP webpage: https://www.maine.gov/dep/land/nrpa/ILF_and_NRCP/ILF/fs-in-lieu-fee.pdf. The ILF amount is subject to change yearly and the exact cost is dependent on the date of purchase. The permittee must send a cashier's check or bank draft for this amount to the Maine DEP, as calculated on the enclosed "Maine In-Lieu Fee Worksheet." The check must include the Corps file number "NAE-2026-00751." No impacts authorized by this permit shall begin until ILF credits are purchased and the Corps receives a notification stating that the Maine DEP has received the check and accepts responsibility for mitigation.
2. If the authorized work is not complete before the monarch butterfly (*Danus plexippus*) is listed under the Endangered Species Act (ESA), the permittee shall contact the Federal Highway Administration to initiate ESA Section 7 consultation with the U.S. Fish and Wildlife Service. The permittee shall also notify the Corps to determine if the consultation will result in a need to reverify the project under the NWPs.
3. If tree clearing and the authorized work are not complete before the tricolored bat (*Perimyotis subflavus*) is listed under the Endangered Species Act (ESA), the permittee shall contact the Federal Highway Administration to initiate ESA Section 7 consultation with the U.S. Fish and Wildlife Service. The permittee shall also notify the Corps to determine if the consultation will result in a need to reverify the project under the NWPs.

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

The Maine Department of Transportation, on behalf of the Federal Highway Administration, completed Section 7 of the Endangered Species Act (ESA) consultation for the proposed activity (U.S. Fish and Wildlife Service reference number 2023-0047383). For the purpose of this Department of the Army authorization, we have determined the permit action will comply with the requirements of these laws provided you comply with all of the permit general conditions and Special Conditions 2-3. We have determined the permit action is sufficiently addressed in their ESA consultation documents. By this letter, we are advising you and the Service, in accordance with 50 CFR 402.07 and 50 CFR 600.920(b), that this agency has served as the lead Federal agency for the ESA consultation responsibilities for the activities described above.

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. You must also obtain all local, state, Tribal, and other Federal permits that apply to this project.

Water Quality Certification (WQC)

The State of Maine issued a conditioned WQC decision for NWP NWP 14, Linear Transportation Projects (enclosed). You must comply with the conditions specified in the WQC decision for this NWP authorization to be valid.

Permit Expiration

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.

Contact Information

If you have any questions, please contact Rachel Antieau at 978-580-3512, or by email at rachel.h.antieau@usace.army.mil. To better serve you, please complete the Customer Service Survey located at: <https://regulatory.ops.usace.army.mil/customer-service-survey/>.

Sincerely,



Ryan Malterud
Deputy Chief, Regulatory Division

Enclosures:

Project Plans, Maine In-Lieu Fee Worksheet, Compliance Certification, NWP 14 - Linear Transportation Projects and General/Regional Conditions

cc (w/enclosures):

Kristen Chamberlain, MaineDOT; kristen.chamberlain@maine.gov

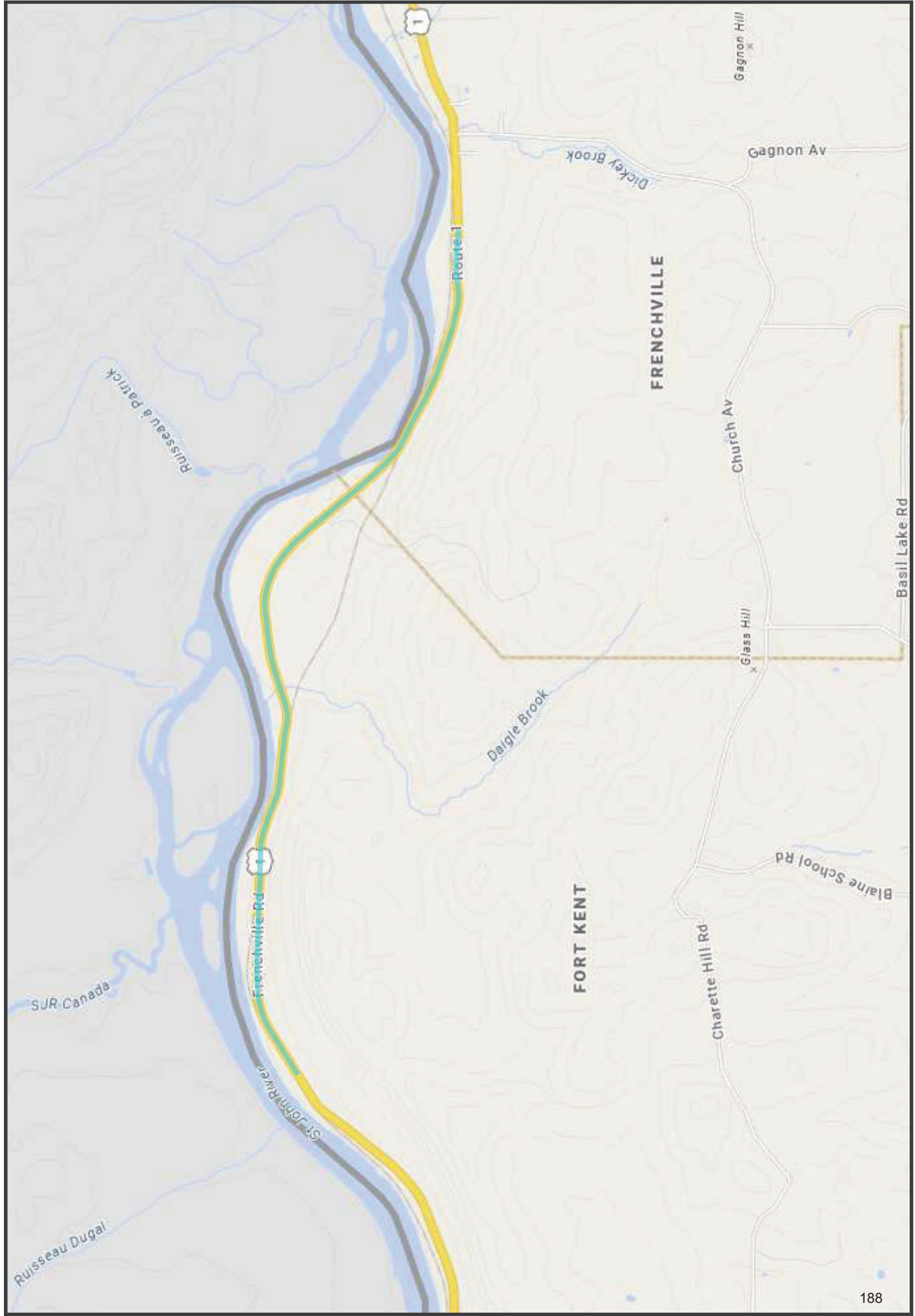
Sarah Rubenstein, USFWS; sarah_rubenstein@fws.gov

Jessica Damon, Maine DEP; jessica.damon@maine.gov

Dawn Hallowell, Maine DEP; Dawn.Hallowell@maine.gov

U.S. EPA, Region 1; R1_CWA404_REG@epa.gov

FRENCHVILLE-FORT KENT WIN# 22656.00



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION



FRENCHVILLE-FORT KENT

AROOSTOOK COUNTY

U.S. ROUTE 1

Federal Project No. STP-2265(600)

PROJECT LENGTH : 4.64 MILES

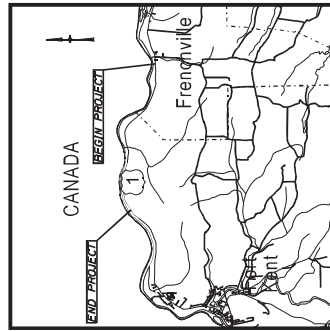
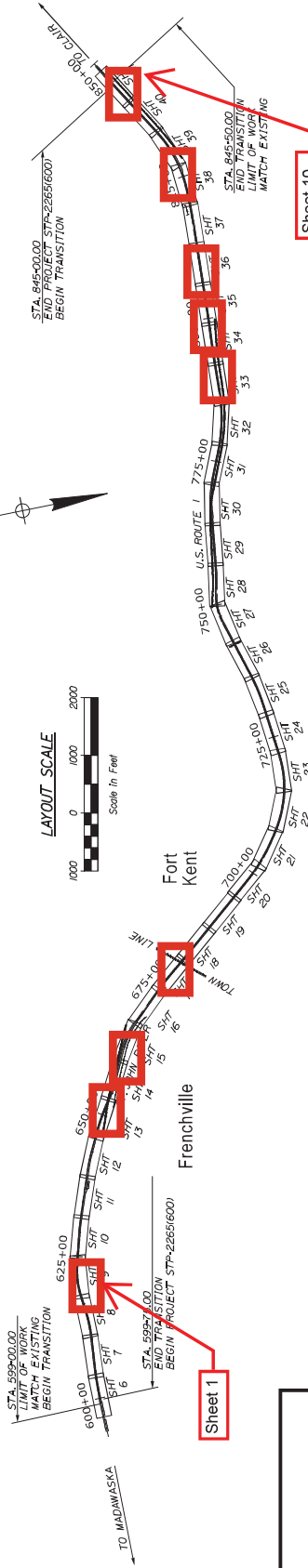
PLAN LEGEND

Town, County, State	Catch Basins	Existing	Proposed
Property Lines	Manholes	Existing	Proposed
R/W Lines-Existing	Proposed Underdrain	Existing	Proposed
R/W Lines-Proposed	Existing Ditch	Existing	Proposed
Culvert-Existing	Proposed Ditch	Existing	Proposed
Culvert-Proposed	Proposed Water Line	Existing	Proposed
Carbide	Existing Water Line	Existing	Proposed
Type 1	Existing San. Sewer	Existing	Proposed
Type 3	Existing San. Sewer Manhole	Existing	Proposed
Type 5	Existing San. Sewer Manhole	Existing	Proposed
Outline of Bodies of Water	Guardrail-Existing	Existing	Proposed
Exposed Bedrock	Guardrail-Proposed	Existing	Proposed
Tree Line	Centerline-Existing	Existing	Proposed
Conifer	Centerline-Proposed	Existing	Proposed
Clearing Limit Line	Travelway-Existing	Existing	Proposed
Railroad	Travelway-Proposed	Existing	Proposed
Boring	Probe	Existing	Proposed
Pavement Core	#, # = Depth	Existing	Proposed
Test Pit	X = W (Weathered Rock)	Existing	Proposed
	R (Refusal)	Existing	Proposed
	NR (No Refusal)	Existing	Proposed
	TP-XXX-###	Existing	Proposed
	PC-#	Existing	Proposed
	HR-XXX-###	Existing	Proposed
	P-e-xX	Existing	Proposed

INDEX OF SHEETS

Description	Sheet No.
Title Sheet	1
Typical Sections	2-6
Plan / Profile	7-42
Cross Sections	43-338

FINAL PIC - PROGRESS SET
12/18/2025
NOT FOR CONSTRUCTION



TRAFFIC DATA

SECTION 1	
Current (2020) AADT	2,320
Future (2041) AADT	2,550
DHV - % of AADT	10%
Design Hour Volume	255
% Heavy Trucks (AADT)	10%
% Heavy Trucks (DHV)	8%
Directional Distribution (DHV)	56%
18 kip Equivalent P 2.0	260
Design Speed (mph)	247
Functional Class	50
Corridor Priority	Minor Arterial

PROJECT LOCATION:

Beginning 0.4 miles north of Church Ave. (Charette Hill Rd.) and extending northerly 4.64 miles.

PROGRAM AREA:

Highway Program

SCOPE OF WORK:

Highway Reconstruction and Drainage Improvements

FRENCHVILLE-FORT KENT
U.S. Rte. 1
TITLE SHEET

SHEET NUMBER

1

OF 338

WIN 2265600 STP-2265(600)

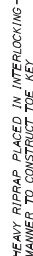
TYPICAL SECTIONS - 3

DATE _____

P.F. NUMBER _____

SIGNATURE _____

STATE OF MAINE

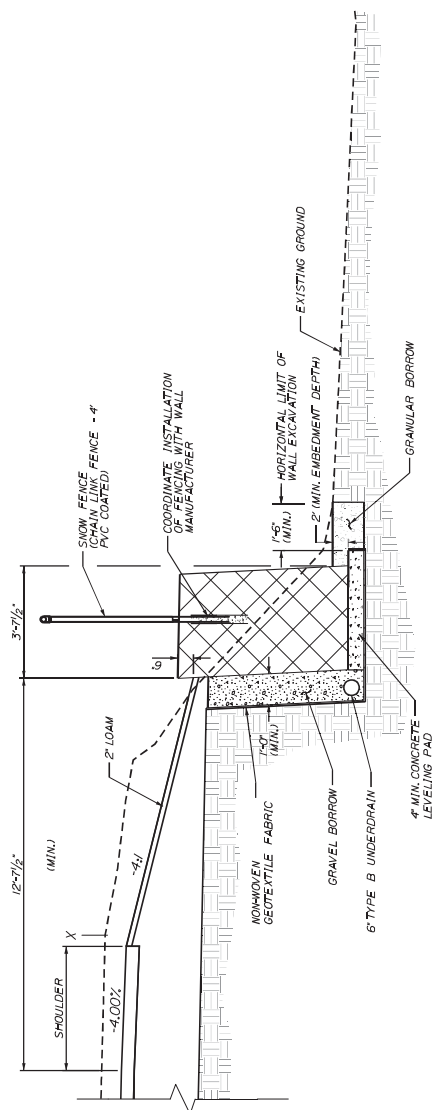


TYPICAL SLOPE STABILIZATION
STA. 665+50 TO STA. 668+50
N.T.S.

NOTES:
1. SEE TYPICAL SECTIONS SHEET 2 FOR GENERAL NOTES.

4 - TYPICAL SECTIONS

SHEET NUMBER



WALL NOTE(S):

1. PRECAST CONCRETE BLOCK GRAVITY WALL SHALL BE PER STANDARD SPECIFICATION SECTION 672 AND THE FOLLOWING ADDITIONAL REQUIREMENTS SHALL BE INCLUDED FOR THE PURPOSES OF RETAINING AND DEVELOPMENT OF THE MANUFACTURER OF THE WALL. THE MANUFACTURER SHALL PROVIDE FINAL WALL DESIGN AND CALCULATIONS STAMPED AND SIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF MAINE. REFER TO STANDARD SPECIFICATION SECTION 672 FOR ADDITIONAL REQUIREMENTS.

RETAINING WALL
TYPICAL TOE SLOPE DETAIL

TYPICAL FOR SLOPE DETAIL
STA. 629+13 TO STA. 629+24, STA. 630+53 TO STA. 632+24.

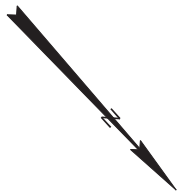
STA. 633+12 TO STA. 634+18

N.T.S.

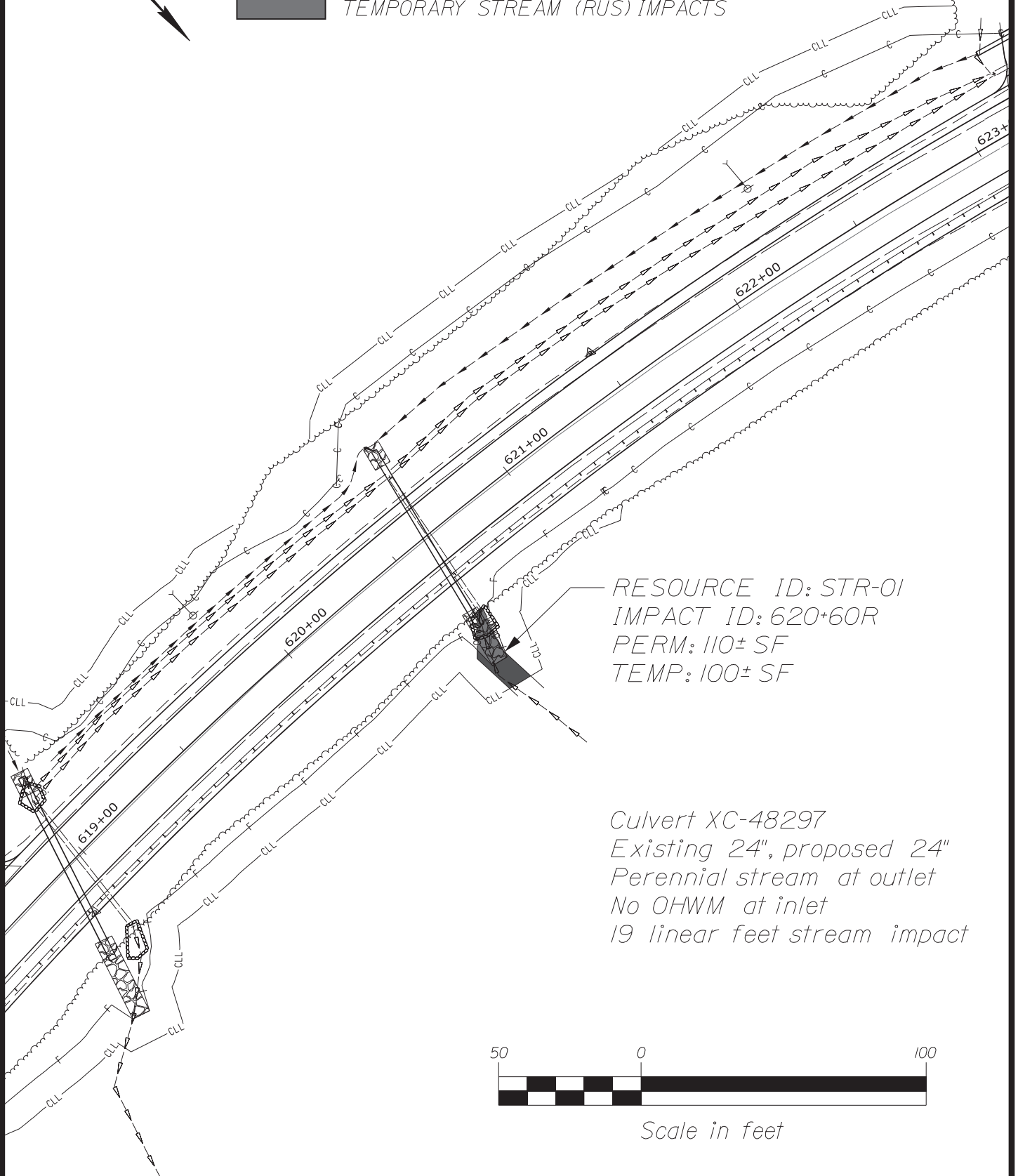
NOTES:

1. SEE TYPICAL SECTIONS SHEET 2 FOR GENERAL NOTES.
2. SEE TYPICAL SECTIONS SHEET 2 FOR ADDITIONAL SHOULDER DETAILS.

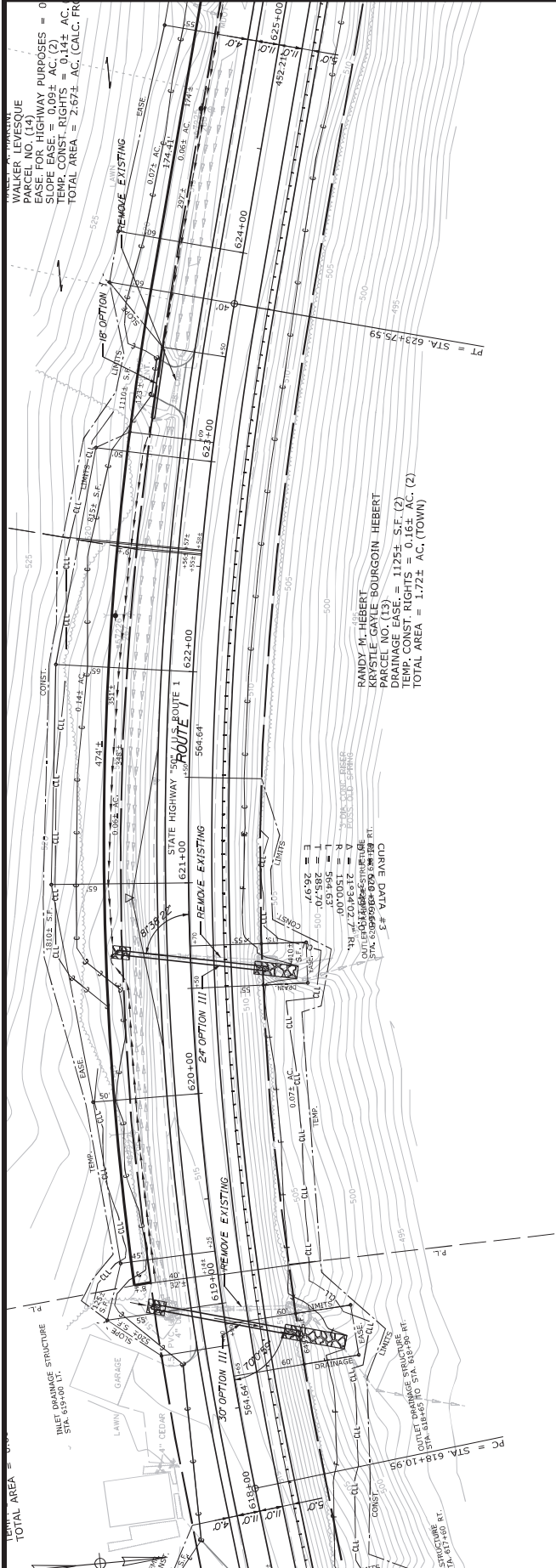
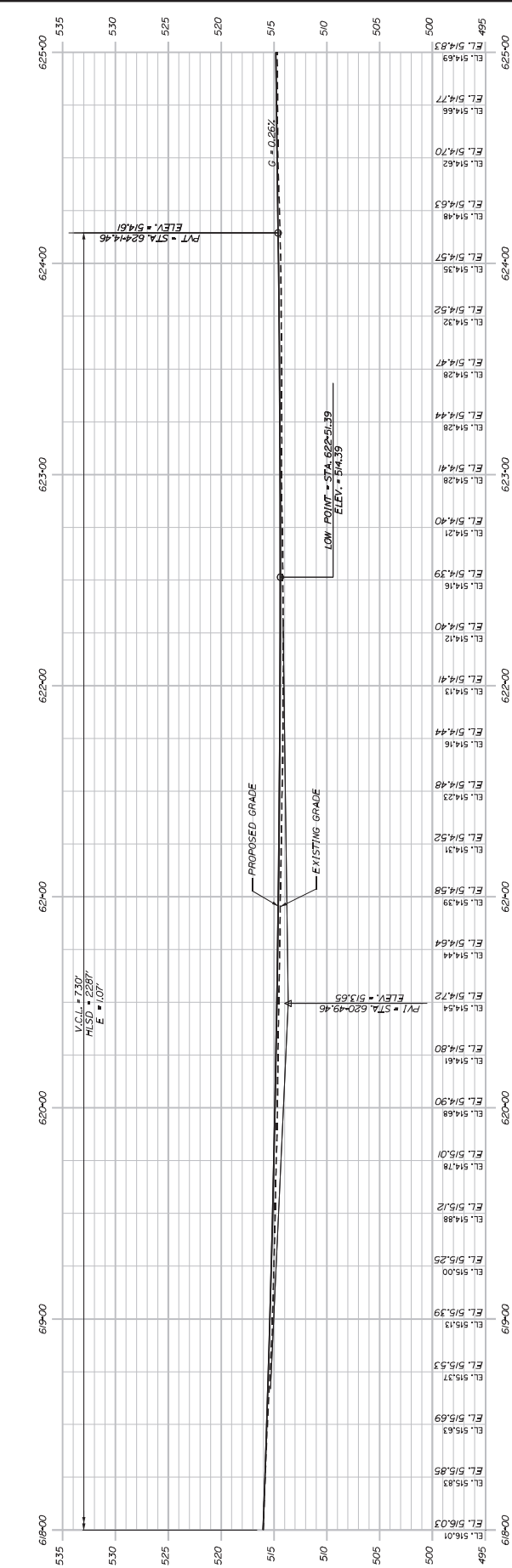
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-  PERMANENT WETLAND IMPACTS
-  TEMPORARY WETLAND IMPACTS
-  PERMANENT STREAM (RUS) IMPACTS
-  TEMPORARY STREAM (RUS) IMPACTS



Scale in feet



FIELD CHANGES					
REVISIONS 4					
REVISIONS 3					
REVISIONS 2					
REVISIONS 1					
DESIGN DETAILING					
CHECKED - REVIEWED	H. COMMAN	H. COMMAN	1. KETTLER	9/20/07	
DESIGN DETAILING				9/20/07	
PROJ. MANAGER	E. MARTIN				
BY					
DATE					
SIGNATURE					
P.E. NUMBER					
DATE					

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	STP-2265(600)	WIN 22658.00 HIGHWAY PLANS
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FRENCHVILLE - FORT KENT
U.S. ROUTE 1

SHEET NUMBER

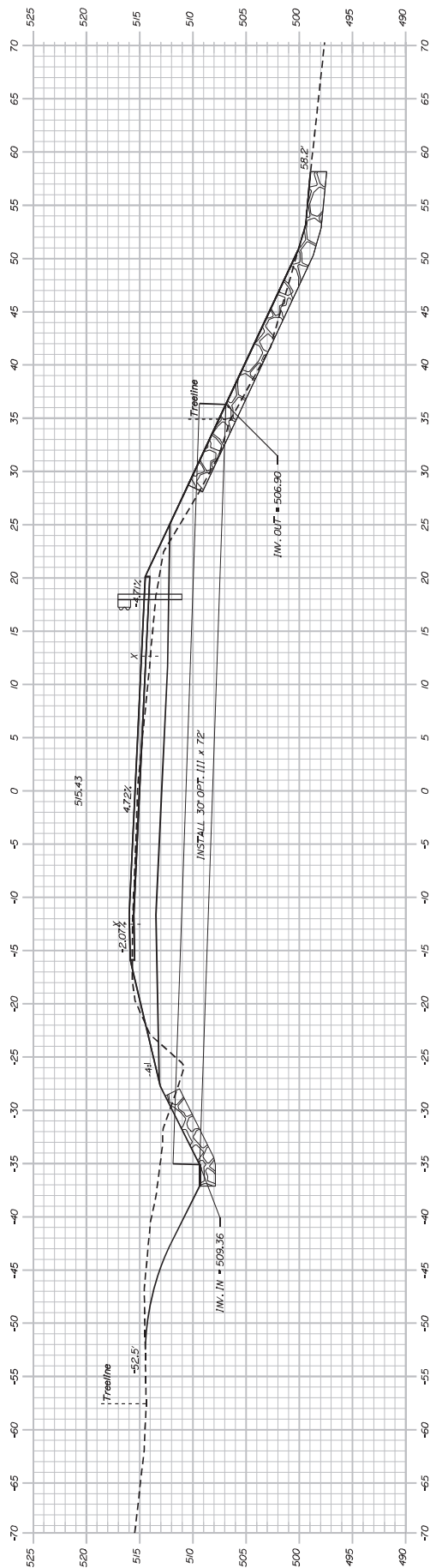
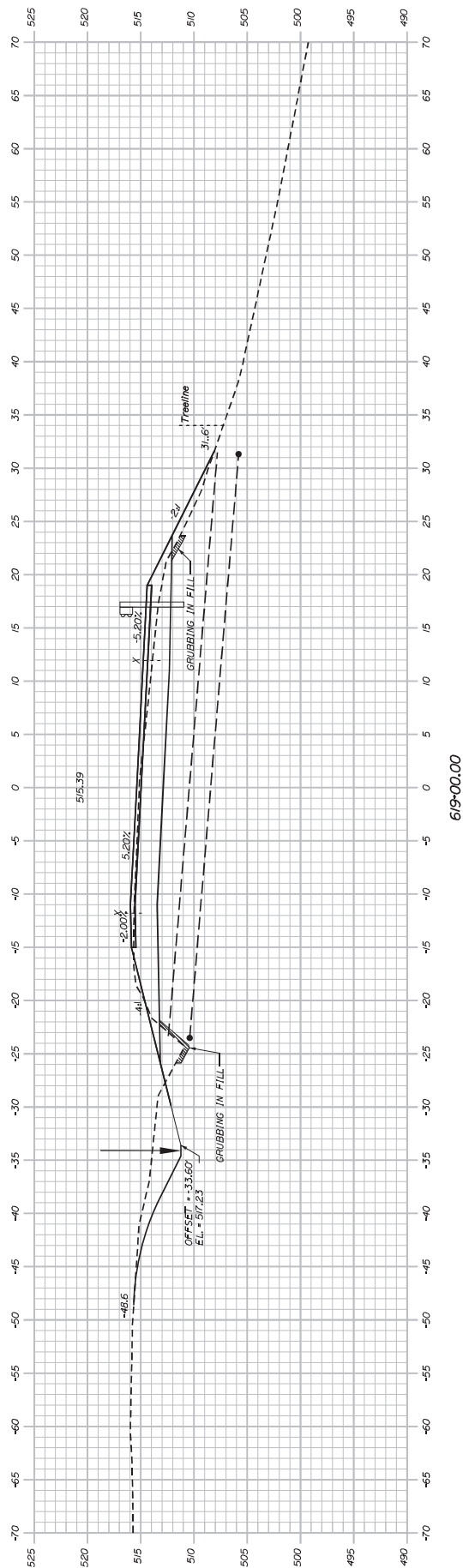
DESIGN-DETAILED	E. MARTIN		
CHECKED-REVIEWED	I. KELLEY	H. COWAN	
DESIGN-DETAILED		H. COWAN	
DESIGN-DETAILED			
REVISIONS 1			
REVISIONS 2			
REVISIONS 3			
REVISIONS 4			

DATE _____

P.F. NUMBER _____

SIGNATURE _____

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	STP-2265(600)	WIN 22656.00 HIGHWAY PLANS
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618-92.12 (SKEWED)

 PERMANENT WETLAND IMPACTS
 TEMPORARY WETLAND IMPACTS
 PERMANENT STREAM (RUS) IMPACTS
 TEMPORARY STREAM (RUS) IMPACTS
 NOTE: "RUS" INDICATES DELINEATED OHWM

NEW Outlet
 Existing none, proposed 18"
 Outlet to Saint John River
 No OHWM at inlet
 6 linear feet impact

RESOURCE ID: STR-02
 IMPACT ID: 657+50R
 PERM: 7± SF
 TEMP: 46± SF

RESOURCE ID: PEM-01
 IMPACT ID: 657+50R
 PERM: 0 SF
 TEMP: 41± SF

RESOURCE ID: STR-02
 IMPACT ID: 656+60R
 PERM: 19± SF
 TEMP: 25± SF

RESOURCE ID: PEM-01
 IMPACT ID: 656+60R
 PERM: 11± SF
 TEMP: 95± SF

Culvert XC-48303
 Existing 30", proposed 30"
 Drainage outlet replacement
 to Saint John River no OHWM at inlet
 8 linear feet impact



STATE OF MAINE
 DEPARTMENT OF TRANSPORTATION
 22656.00

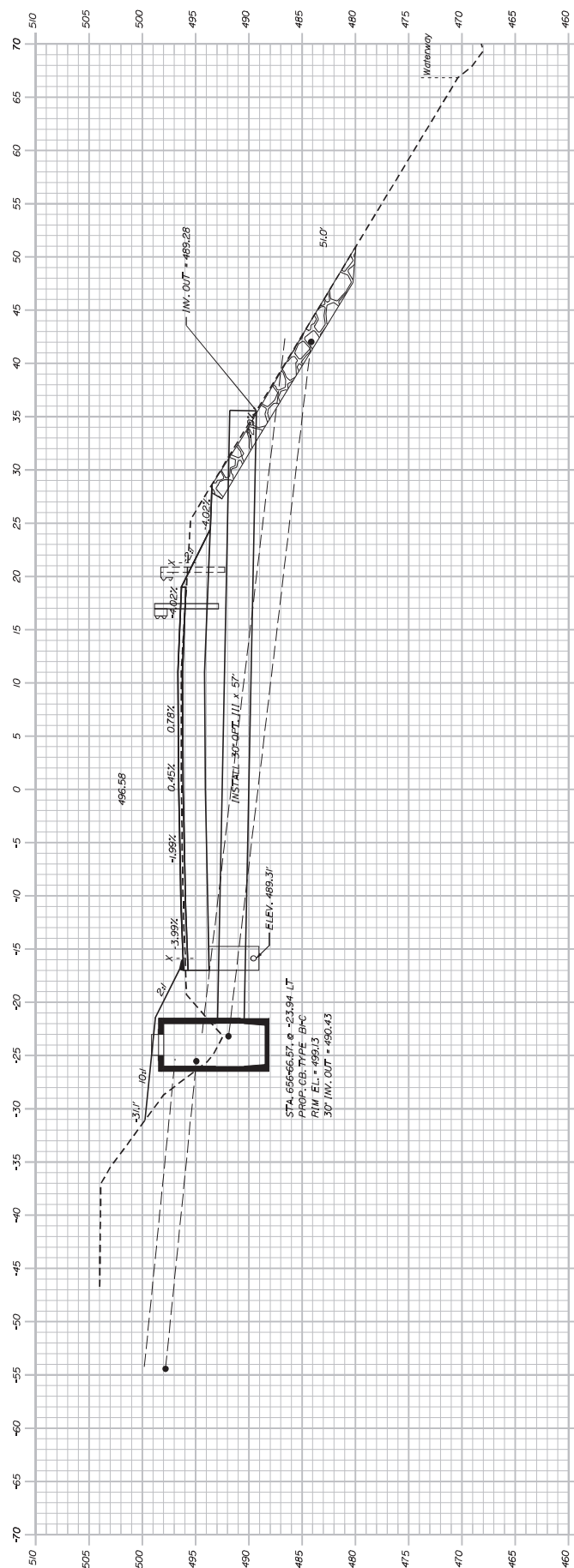
US RTE FRENCHVILLE-FT KENT
 AROOSTOOK COUNTY

SHEET NUMBER

2
 195
 OF 10

4/17/2026

IMPACT PLANS



656.66.57

TYL INTERNATIONAL

OF 338

128

SHEET NUMBER

CROSS SECTIONS

FRENCHVILLE - FORT KENT
U.S. ROUTE 1

CROSS SECTIONS

FRENCHVILLE - FORT KENT
U.S. ROUTE 1

DESIGN-DETAILED	
CHECKED-REVIEWED	
DESIGN2-DETAILED2	
DESIGN3-DETAILED3	
REVISIONS 1	
REVISIONS 2	
REVISIONS 3	
REVISIONS 4	
FIELD CHANGES	

[illegible]

DATE
P.F. NUMBER
SIGNATURE

STATE OF MIND
DEPARTMENT OF TRANSPORTATION
STP-2265(600)
WIN
22656.00
HIGHWAY PLANS

Sta. 656+66.57 to Sta. 656+66.57



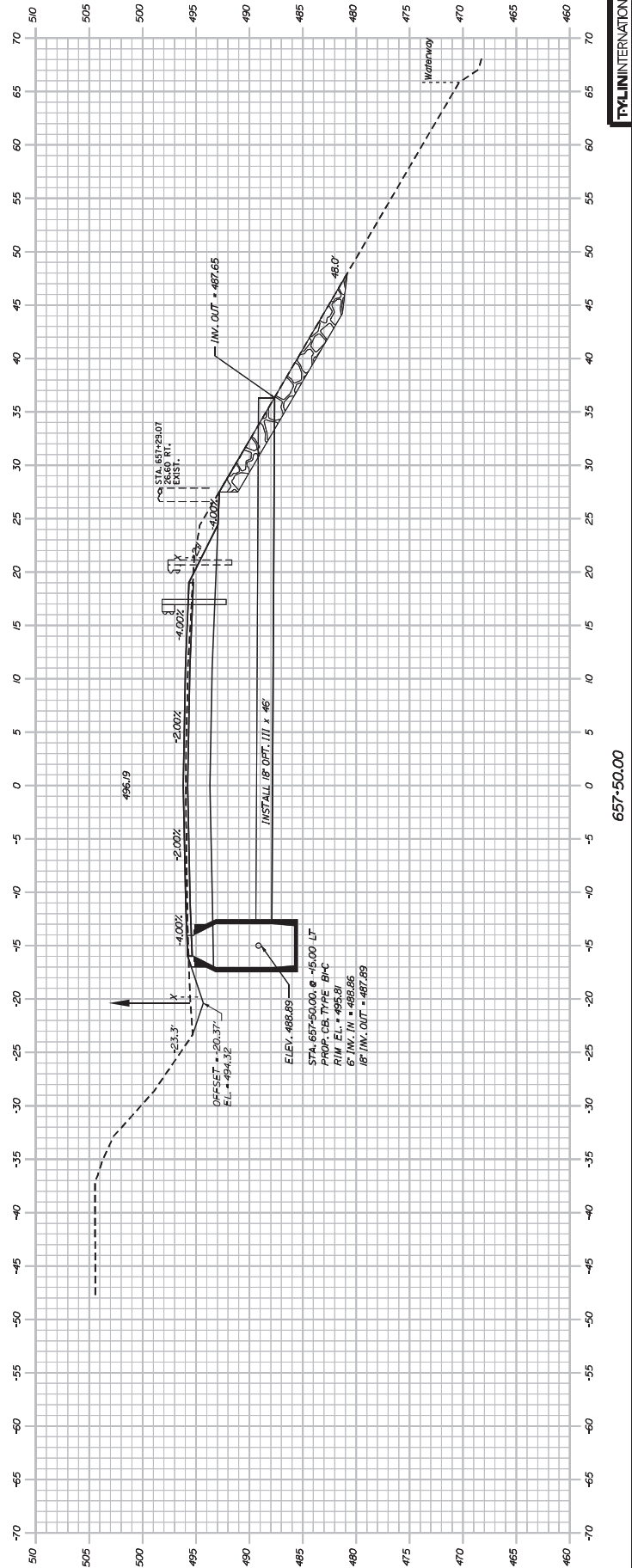
OF 338

SHEET NUMBER

CROSS SECTIONS

SIGNATURE
P.F. NUMBER

MIN 22656.00 HIGHWAY PLANS



657.50.00

TYL INTERNATIONAL

OF 338

SHEET NUMBER

130

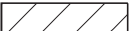
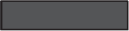
FRENCHVILLE - FORT KENT
U.S. ROUTE 1

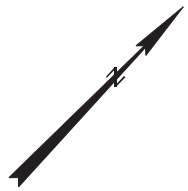
CROSS SECTIONS

PROJ. MANAGER	
DESIGN-DETAILED	
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DESIGN2-DETAILED2	
DESIGN3-DETAILED3	
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REVISIONS 2	
REVISIONS 3	
REVISIONS 4	
FIELD CHANGES	

DATE	
P.E. NUMBER	
SIGNATURE	

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	STP-2265(600)	WIN 22656.00 HIGHWAY PLANS
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 PERMANENT WETLAND IMPACTS
 TEMPORARY WETLAND IMPACTS
 PERMANENT STREAM (RUS) IMPACTS
 TEMPORARY STREAM (RUS) IMPACTS
 NOTE: "RUS" INDICATES DELINEATED RIVER



Bank Stabilization
 Saint John River
 305 linear feet impact

RESOURCE ID: PSS-02
 IMPACT ID: 666+80R
 PERM: 1,750± SF
 TEMP: 0± SF

RESOURCE ID: STR-02
 IMPACT ID: 666+50R
 PERM: 7,772± SF
 TEMP: 1,721± SF

RESOURCE ID: PEM-02
 IMPACT ID: 667+00R
 PERM: 1,002± SF
 TEMP: 49± SF

RESOURCE ID: PSS-01
 IMPACT ID: 665+75R
 PERM: 382± SF
 TEMP: 27± SF

RESOURCE ID: STR-02
 IMPACT ID: 664+60R
 PERM: 20± SF
 TEMP: 117± SF

RESOURCE ID: PSS-01
 IMPACT ID: 664+60R
 PERM: 22± SF
 TEMP: 27± SF

Culvert MC-48304
 existing 36", proposed 36"
 drainage outlet replacement
 to Saint John River no OHWM at inlet
 9 linear feet impact



Scale in feet

STATE OF MAINE
 DEPARTMENT OF TRANSPORTATION
 22656.00

US RTE FRENCHVILLE-FT KENT
 AROOSTOOK COUNTY

SHEET NUMBER

3

200

OF 10

4/17/2026

IMPACT PLANS

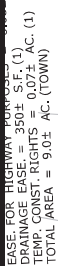
PLAN & PROFILE

DATE _____

P.F. NUMBER _____

SIGNATURE _____

00'99Z
NIM



PARCEL NO. (23)
TEMP. CONST. RIGHTS = $0.09 \pm$ AC. (1)
TOTAL AREA = $1.5 \pm$ AC. (TOWN)

KENNETH HEBERT
TAMMY HEBERT
PARCEL NO. (23)
TEMP. CONST. RIGHTS =
0.09± AC. (1)
TOTAL AREA =
1.5± AC. (TOWN)

KENNETH W. TRAPP
PARCEL NO. (26)
DRAINAGE EASE. = $0.05 \pm$ AC. (2)
TEMP. CONST. RIGHTS = $0.24 \pm$ AC. (3)
TOTAL AREA = $8.0 \pm$ AC. (TOWN)

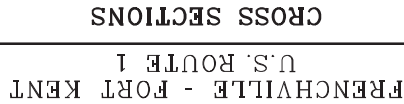
JAMES W. BARD
MARILYN A. BARD
PARCEL NO. (24)
SLOPE EASE; = 0.05± AC. (1)
DRAINAGE EASE; = (1)
CONST. & MAINT. EASE. = 75± S.F. (1)
TEMP. CONST. RIGHTS = 1750± S.F. (1)
TOTAL AREA = 0.50± AC. (TOWN)

APPROX COFFERDAM
LOC

Date: 4/27/2026

Username:

Filename: ...\\00\\HIGHWAY\\MS\\TA\\x-HD\\Plan11.dgn
Division: HIGHWAY



FIELD CHANGES			
REVISIONS 4			
REVISIONS 3			
REVISIONS 2			
REVISIONS 1			
DESIGN-DETAILS			
DESIGN-DETAILS			
CHECKED-REVIEWED	H. COMAN	H. COMAN	9/2017
DESIGN-DETAILS	I. KELLEY	I. KELLEY	9/2017
DATE	DATE	DATE	DATE

DATE _____
P.E. NUMBER _____
SIGNATURE _____

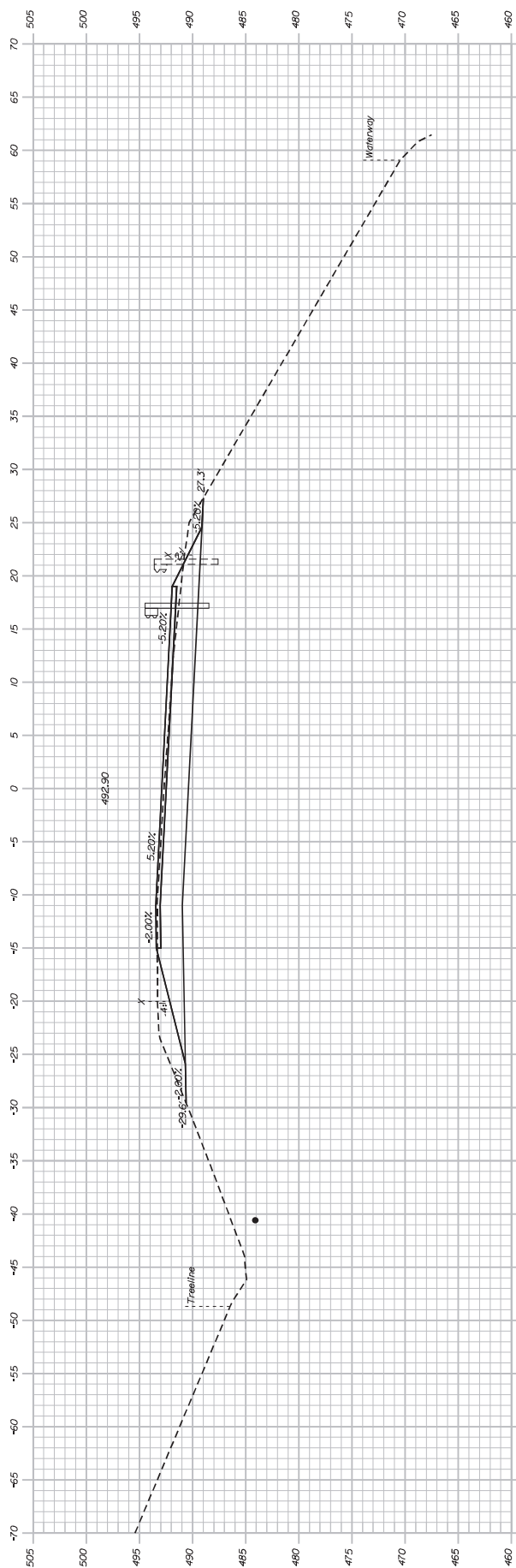
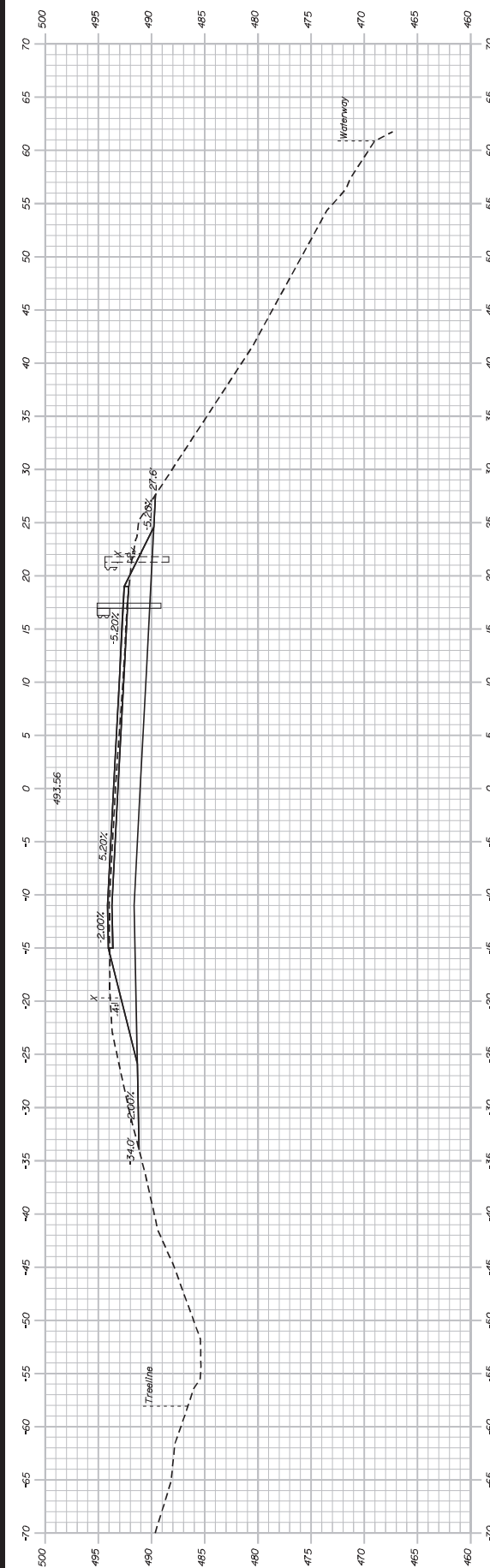
STATE OF MAINE DEPARTMENT OF TRANSPORTATION	STP-2265(600)	WIN 22656.00 HIGHWAY PLANS
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FRENCHVILLE - FORT KENT
U.S. ROUTE 1

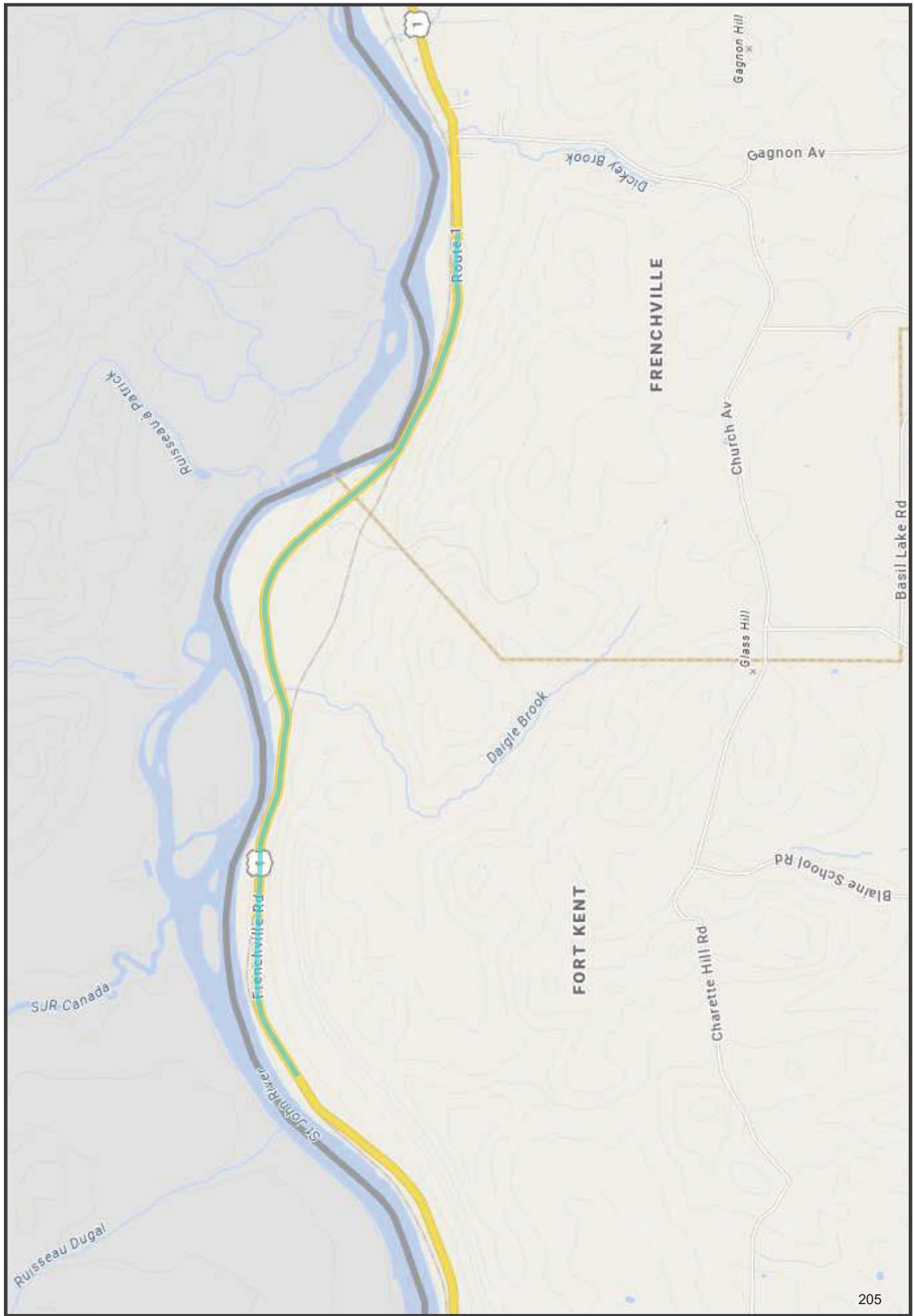
DESIGN-DETAILED	1
CHECKED-REVIEWED	H
DESIGN2-DETAILED2	
DESIGN3-DETAILED3	
REVISIONS 1	
REVISIONS 2	
REVISIONS 3	
REVISIONS 4	

DATE			
P.E. NUMBER			
SIGNATURE	9/2017	H. COWAN	COWAN
	9/2017	T. KELLEY	KELLEY

STATE OF MINE DEPARTMENT OF TRANSPORTATION	STP-2265(600)	WIN 2265.00 HIGHWAY PLANS
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FRENCHVILLE-FORT KENT WIN# 22656.00



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION



FRENCHVILLE-FORT KENT

AROOSTOOK COUNTY

U.S. ROUTE 1

Federal Project No. STP-2265(600)

PROJECT LENGTH : 4.64 MILES

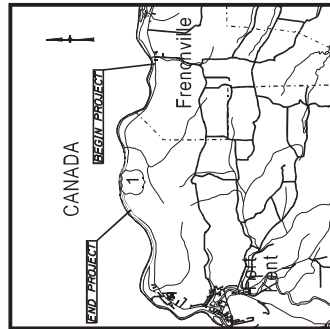
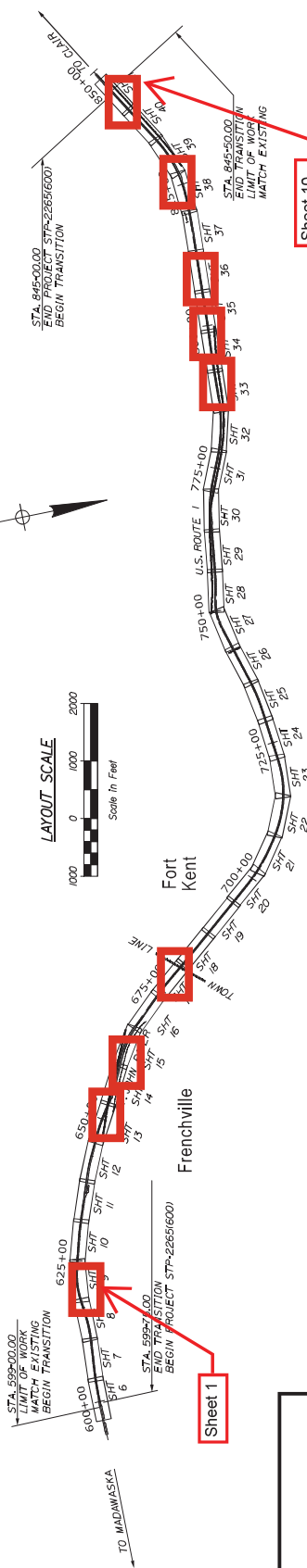
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Culvert-Proposed	Proposed Ditch	Existing	Proposed
Carbide	Existing Water Line	Existing	Proposed
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Conifer	Centerline-Proposed	Existing	Proposed
Clearing Limit Line	Travelway-Existing	Existing	Proposed
Railroad	Travelway-Proposed	Existing	Proposed
Boring	Probe	Existing	Proposed
Pavement Core	Probe	Existing	Proposed
Test Pit	Probe	Existing	Proposed

INDEX OF SHEETS

Description	Sheet No.
Title Sheet	1
Typical Sections	2-6
Plan / Profile	7-42
Cross Sections	43-338

FINAL PIC - PROGRESS SET
12/18/2025
NOT FOR CONSTRUCTION



TRAFFIC DATA

SECTION 1	SECTION 2
Current (2020) AADT	2,320
Future (2041) AADT	2,550
DHV - % of AADT	10%
Design Hour Volume	255
% Heavy Trucks (AADT)	10%
% Heavy Trucks (DHV)	8%
Directional Distribution (DHV)	56%
18 kip Equivalent P 2.0	260
Design Speed (mph)	247
Functional Class	Minor Arterial
Corridor Priority	2

PROJECT LOCATION:

Beginning 0.4 miles north of Church Ave. (Charette Hill Rd.) and extending northerly 4.64 miles.

PROGRAM AREA:

Highway Program

SCOPE OF WORK:

Highway Reconstruction and Drainage Improvements

FRENCHVILLE-FORT KENT
U.S. Rte. 1
TITLE SHEET

SHEET NUMBER

1

OF 338

WIN 2265600 STP-2265(600)



TYPICAL SLOPE STABILIZATION
STA. 665+50 TO STA. 668+50
N.T.S.

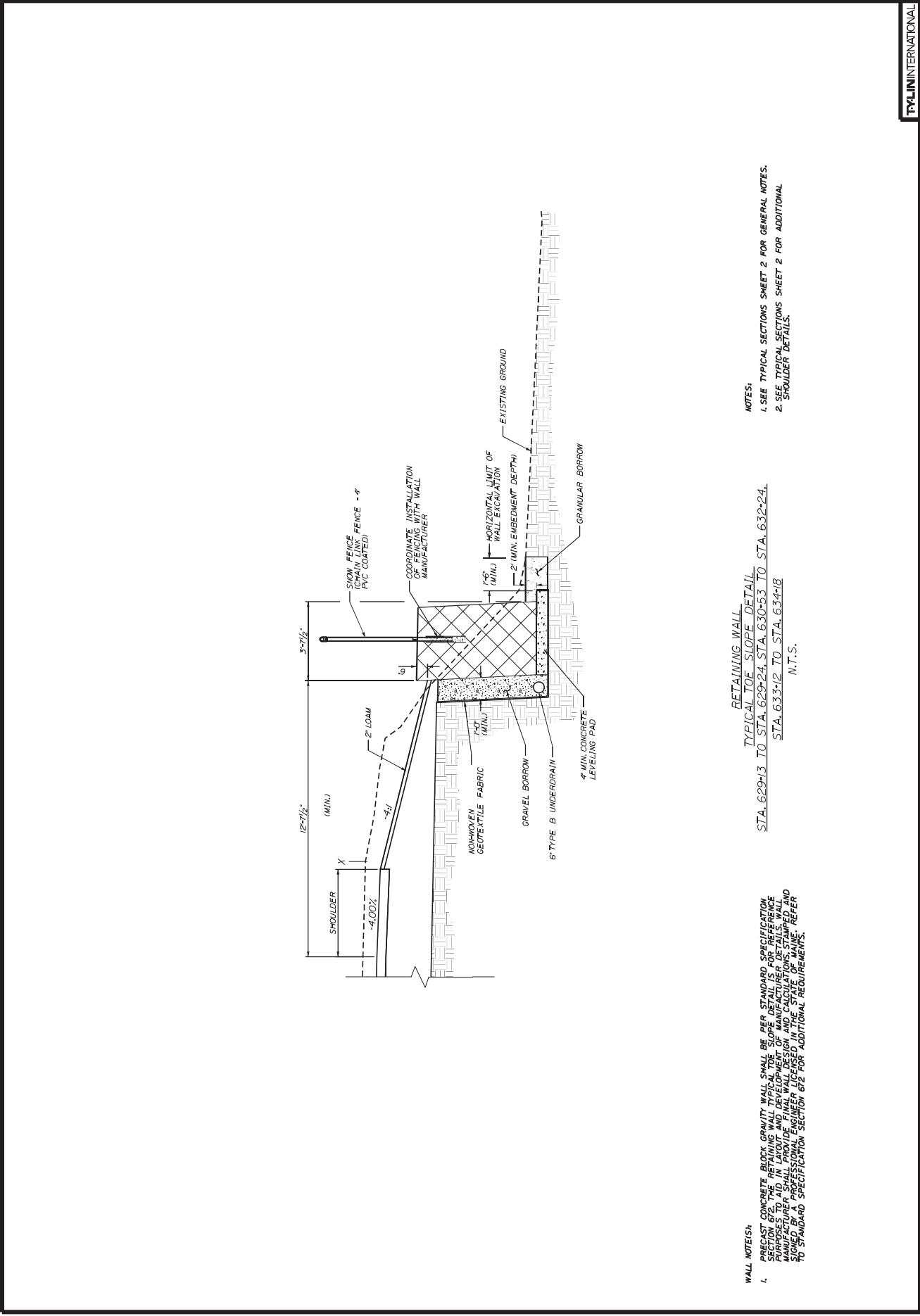
NOTES:

OF 338

4

3 - TYPICAL SECTIONS

[illegible]



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

STP-2265(600)

WIN
22656.00

PROJ. NUMBER

DATE

SIGNATURE

BY

DATE

PROJ. MANAGER
E. MARTIN

DESIGN-DETAILED
T. KELLEY

DESIGN-REVIEWED
R. COMAN

DESIGN-DET.M.D.

REVISIONS

FRENCHVILLE - FORT KENT
U.S. ROUTE 1
TYPICAL SECTIONS - 4

REVISIONS
4
3
2
1

TYL INTERNATIONAL

C

OF 338

SHEET NUMBER

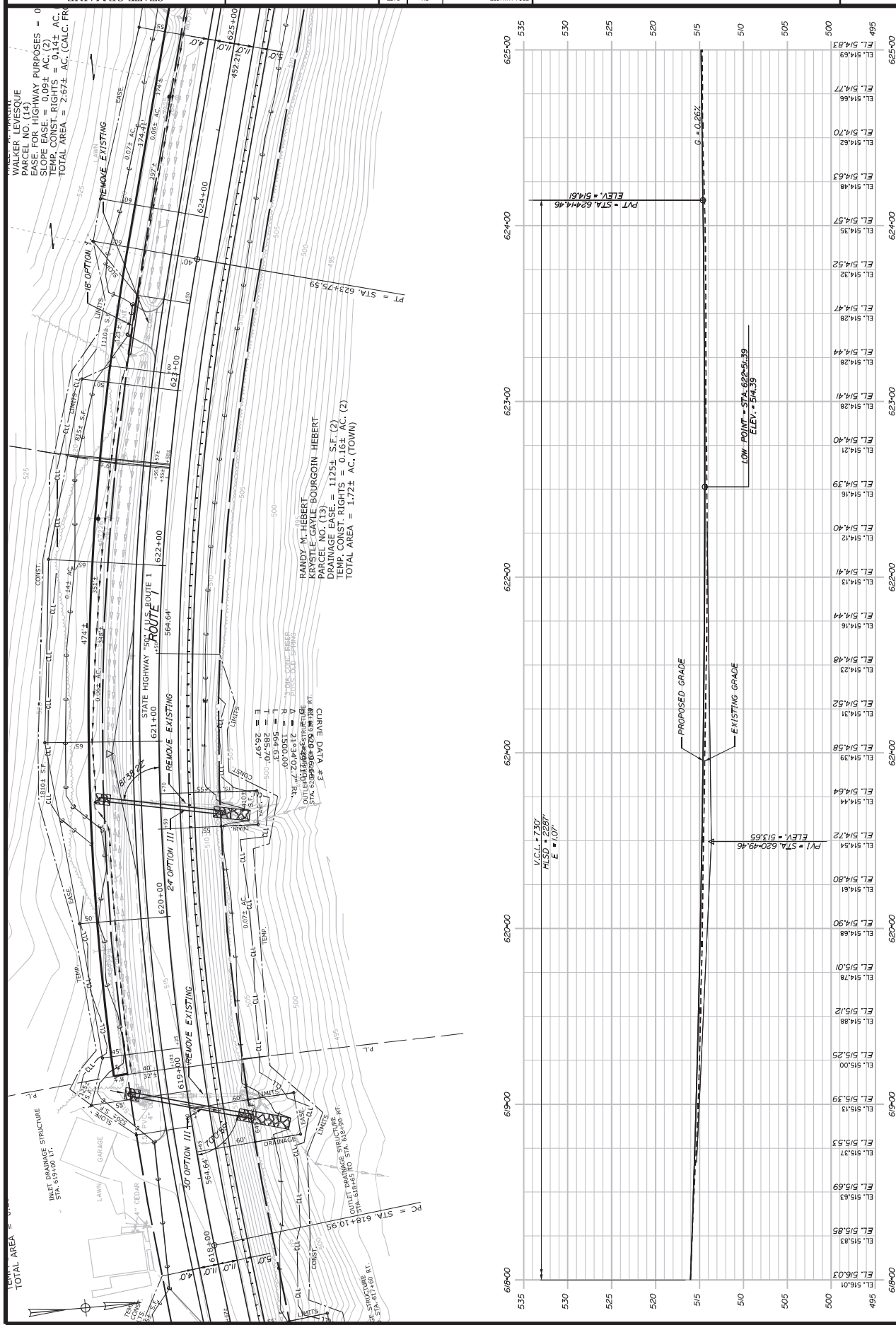
PLAN & PROFILE

DATE _____

P.F. NUMBER _____

SIGNATURE _____

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NIM



FRENCHVILLE - FORT KENT
U.S. ROUTE 1

CROSS SECTIONS

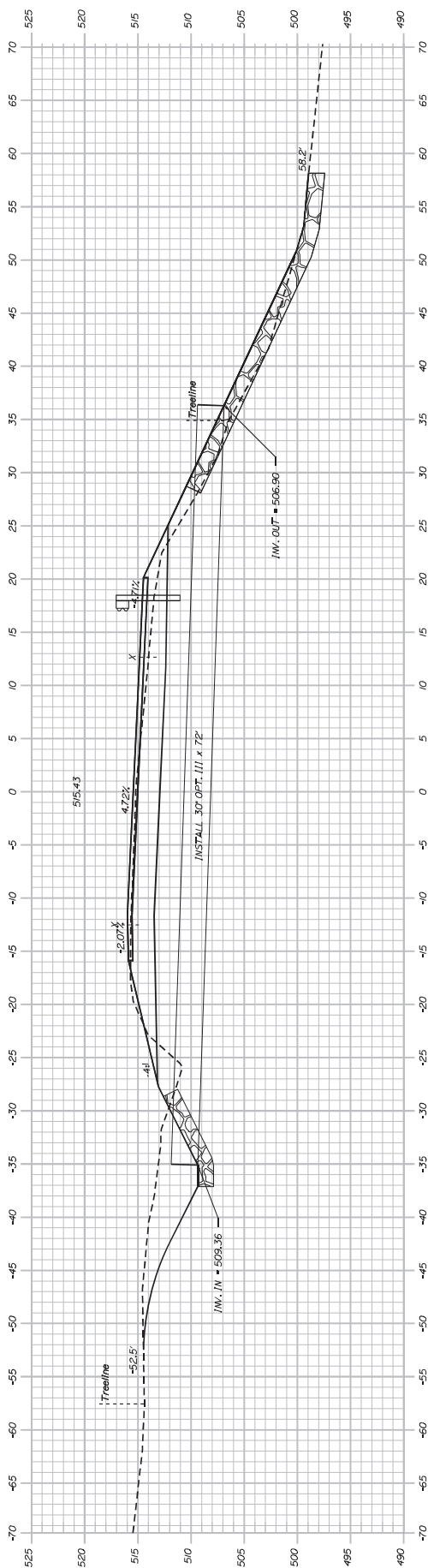
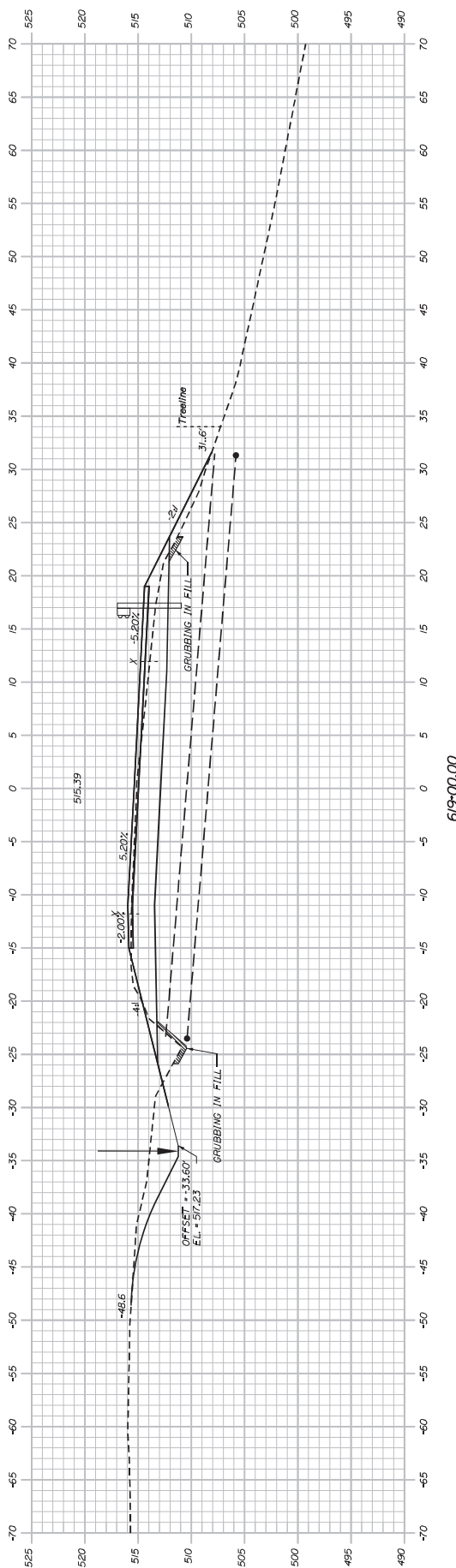
SHEET NUMBER

	C. WINTER	
DESIGN-DETAILED	I. KELLEY	9/2017
CHECKED-REVIEWED	H. COMAN	9/2017
DESIGN-DETAILED		
DESIGN-DETAILED		
REVIEWS 1		
REVIEWS 2		
REVIEWS 3		
REVIEWS 4		
FIELD CHANGES		

DATE
P.E. NUMBER
SIGNATURE

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
STP-2265(600)
WIN
22656.00

NOTATION	HIGHWAY PLANS
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618.92.12 (SKEWED)

PLAN & PROFILE

DATE _____

P.E. NUMBER _____

SIGNATURE _____

STATE OF MAINE



TOTAL AREA = 19.0± AC. (TOWN)



Sta. 656+66.57 to Sta. 656+66.57

SHEET NUMBER

CROSS SECTIONS

DESIGN-DETAILED	CHECKED-REVIEWED	DESIGN2-DETAILED2	DESIGN3-DETAILED3	REVISIONS 1	REVISIONS 2	REVISIONS 3	REVISIONS 4	FIELD CHANGES
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DATE
P.E. NUMBER
SIGNATURE

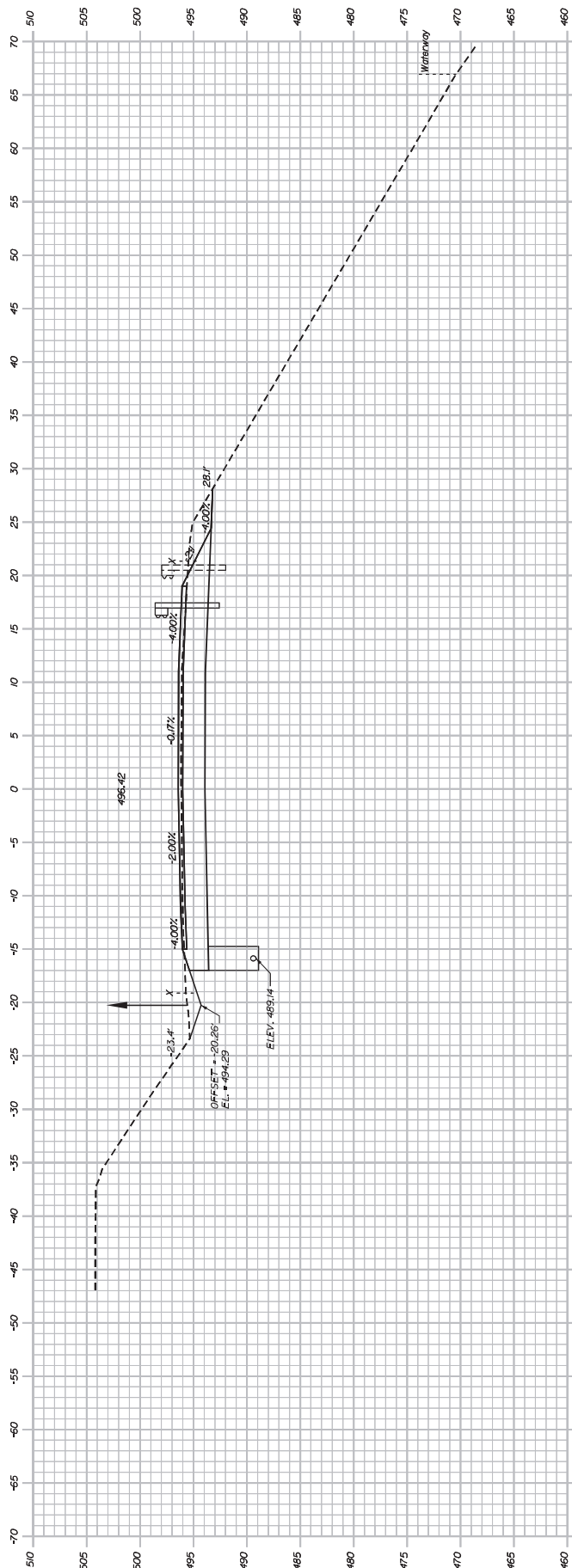
22656.00
WIN

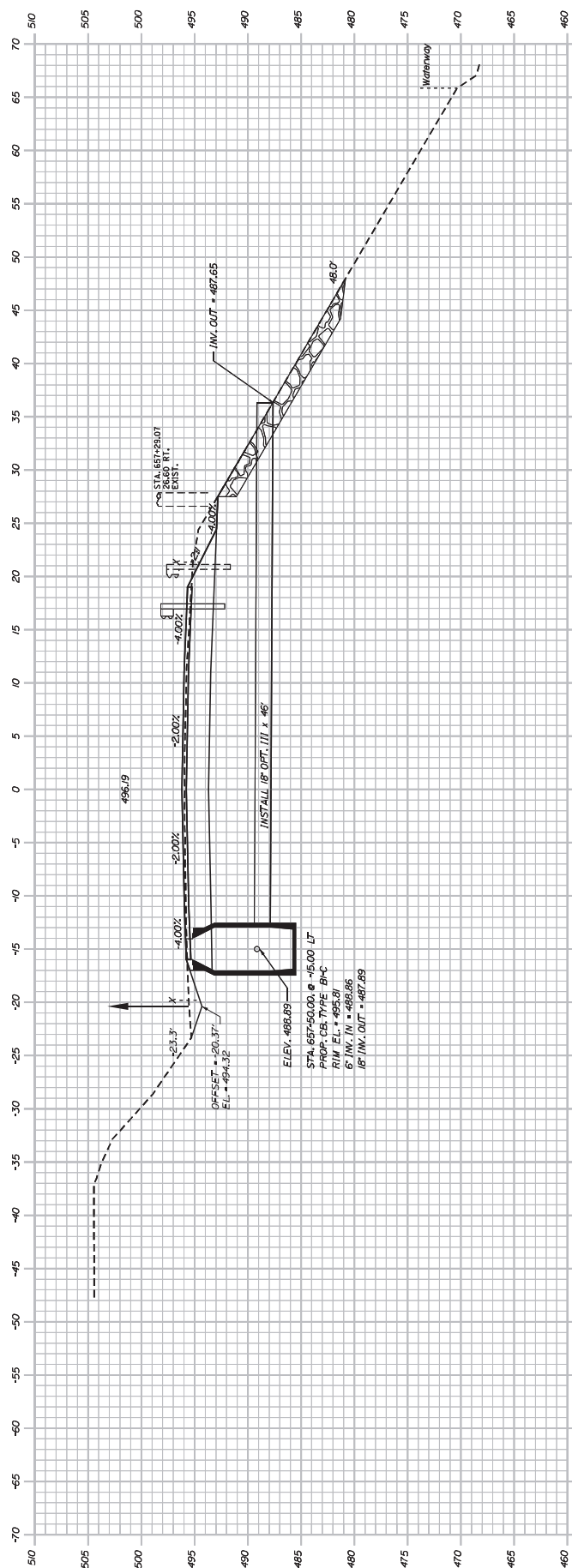
CROSS SECTIONS

DATE _____

P.F. NUMBER _____

SIGNATURE _____

WIN
22656.00
HIGHWAY PLANS



CROSS SECTIONS

FRENCHVILLE - FORT KENT
U.S. ROUTE 1

2	DESIGN-DETAILED	1
	CHECKED-REVIEWED	H
	DESIGN-DETAILED2	
	DESIGN-DETAILED3	
	REVISIONS 1	
	REVISIONS 2	
	REVISIONS 3	
	REVISIONS 4	
	FIELD CHANGES	

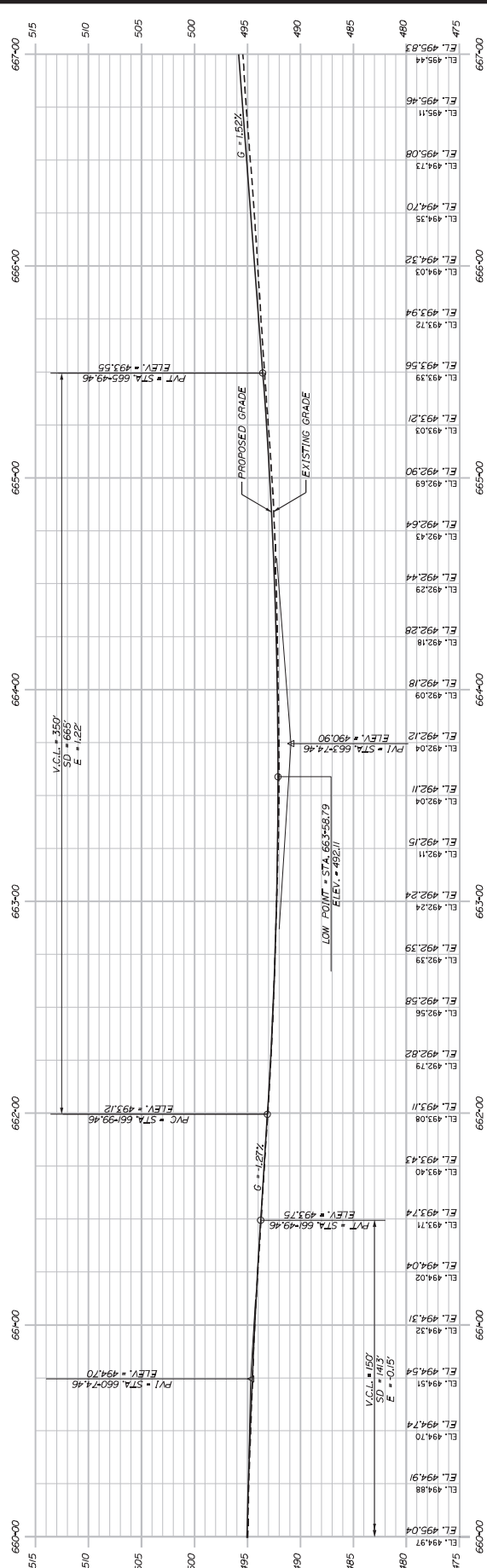
DATE
P.E. NUMBER
SIGNATURE

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	STP-2265(600)	WIN 22656.00 HIGHWAY PLANS
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PLAN & PROFILE

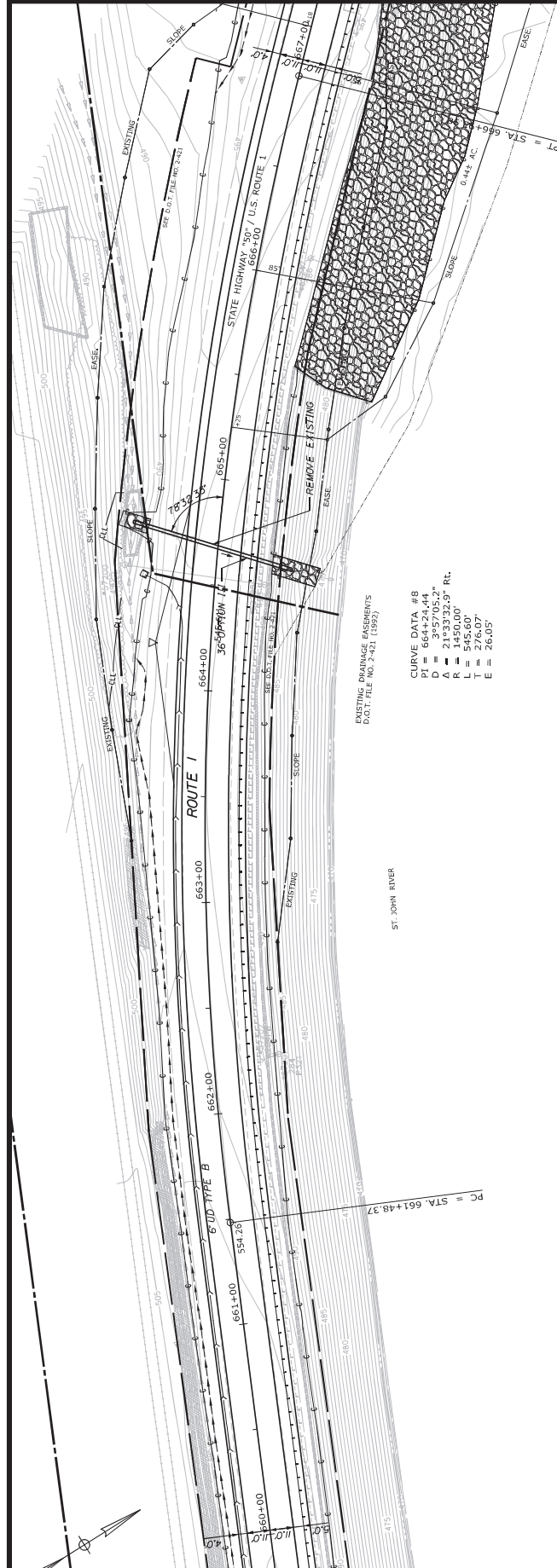
DATE			
P.E. NUMBER			
SIGNATURE			
	9/2017	H. COWAN	C. COWAN
	9/2017	J. KELLEY	J. KELLEY
			J. KELLEY

STATE OF MAINE



CURVE DATA #8
 CPI = 664+24.44
 D = 3°57'05.2"
 Δ = 21°33'32.9" Rt.
 R = 1450.00'
 - = 545.60'
 T = 276.07'
 E = 26.05'

EXISTING DRAINAGE EASEMENTS
D.O.T. FILE NO. 2-421 (1992)



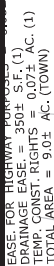
PLAN & PROFILE

DATE _____

P.F. NUMBER _____

SIGNATURE _____

22656.00
NIM



PARCEL NO. (23)
TEMP. CONST. RIGHTS = $0.09 \pm$ AC. (1)
TOTAL AREA = $1.5 \pm$ AC. (TOWN)

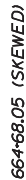
KENNETH HEBERT
TAMMY HEBERT
PARCEL NO. (23)
TEMP. CONST. RIGHTS =
0.09± AC. (1)
TOTAL AREA =
1.5± AC. (TOWN)

KENNETH W. TRAPP
PARCEL NO. (26)
DRAINAGE EASE. = $0.05 \pm$ AC. (2)
TEMP. CONST. RIGHTS = $0.24 \pm$ AC. (3)
TOTAL AREA = $8.0 \pm$ AC. (TOWN)

ES. W. BARD
ILYN A. BARD
CEL NO. (24)
PE EASE; = 0.05 ± AC. (1)
IMAGE EASE; = (1)
SP. CONST. RIGHTS = 75 ± S.F. (1)
AI AREA = 0.50 ± AC. (TOWN)

APPROX COFFERDAM

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Filename: ...\\00\\HIGHWAY\\MST\\x-HDPlan11.dgn
Division: HIGHWAY
Username:
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Sta. 664+68.05 to Sta. 664+68.05

145

CROSS SECTIONS

DATE _____
E. NUMBER _____
SIGNATURE _____

22656.00
MIN

CROSS SECTIONS

DATE _____

P.F. NUMBER _____

SIGNATURE _____

NIM
22656.00



CROSS SECTIONS

DATE _____

P.E. NUMBER _____

SIGNATURE _____

22656.00
NIM



CROSS SECTIONS

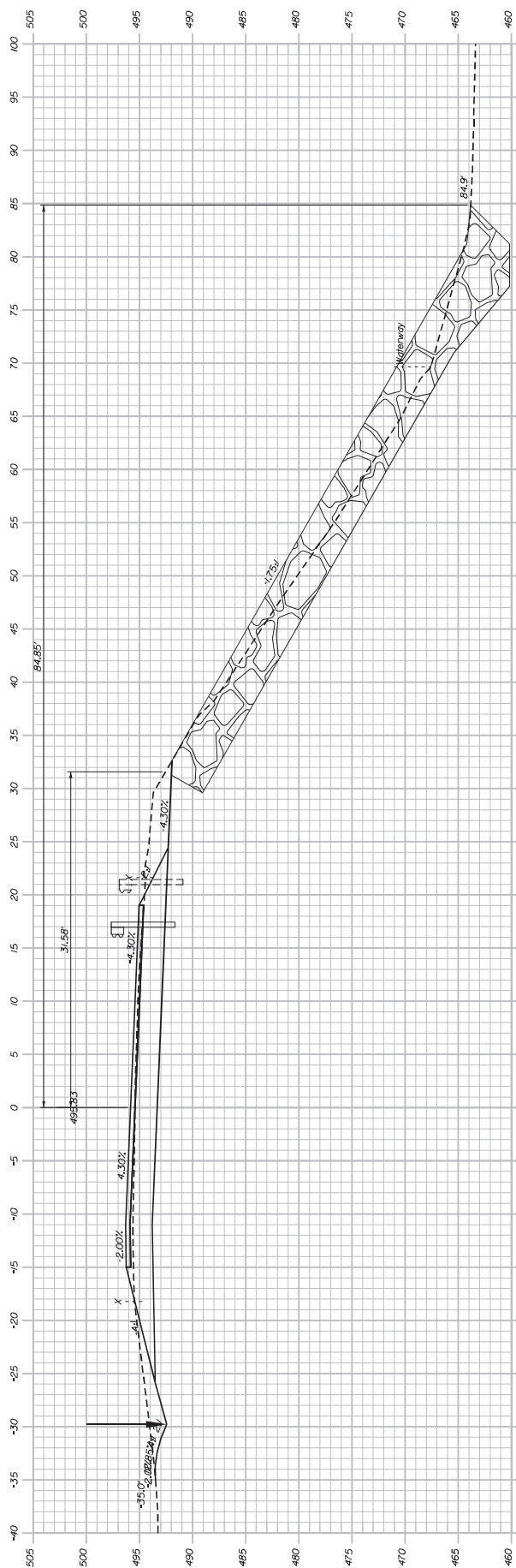
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P.E. NUMBER _____

SIGNATURE _____

22656.00
NIM





CROSS SECTIONS

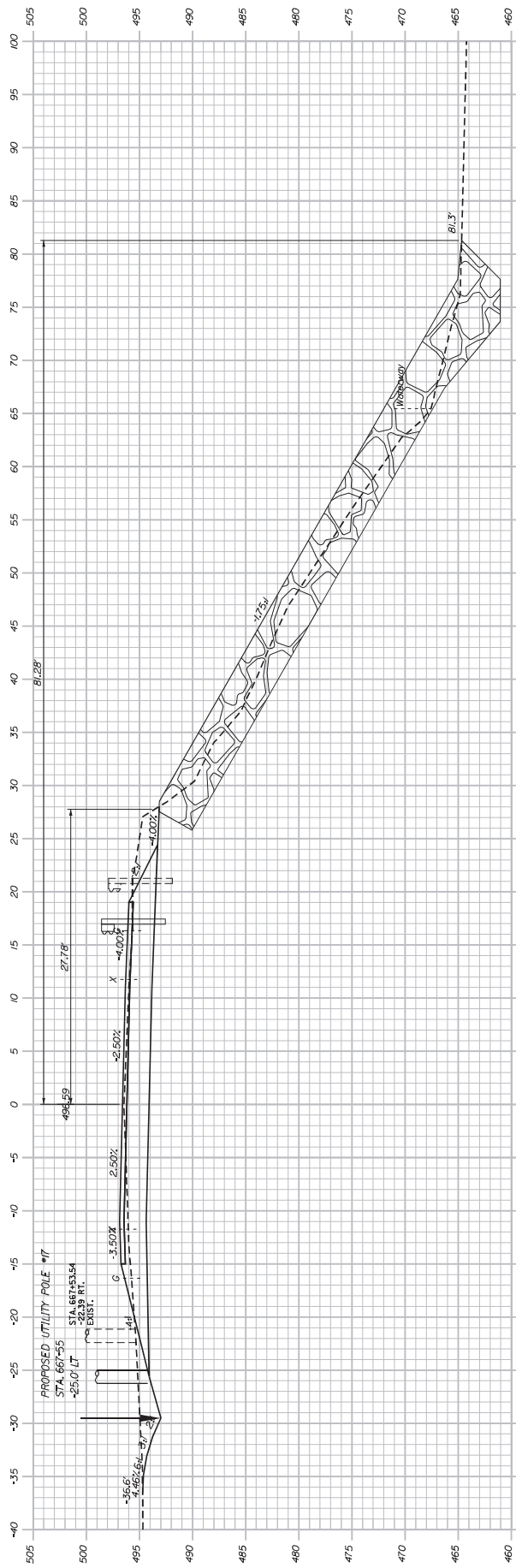
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CHECKED-REVIEWED	H. COMAN	H. COMAN				
DESIGN-DETAILED	T. KELLEY					
DESIGN-DETAILED	T. KELLEY					
REVISIONS 1						
REVISIONS 2						
REVISIONS 3						
REVISIONS 4						
FIELD CHANGES						

DATE _____

P.F. NUMBER _____

SIGNATURE _____

DEPARTMENT OF TRANSPORTATION	STP-2265(600)	WIN	22656.00	HIGHWAY PLANS
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FRENCHVILLE - FORT KENT
U.S. ROUTE 1

CROSS SECTIONS

	E. MARTIN		
DESIGN-DETAIL	I. KELLEY	H. COMAN	
CHECKED-REVIEWD			
DESIGN-DETAILED			
REVSIONS 1			
REVSIONS 2			
REVSIONS 3			
REVSIONS 4			

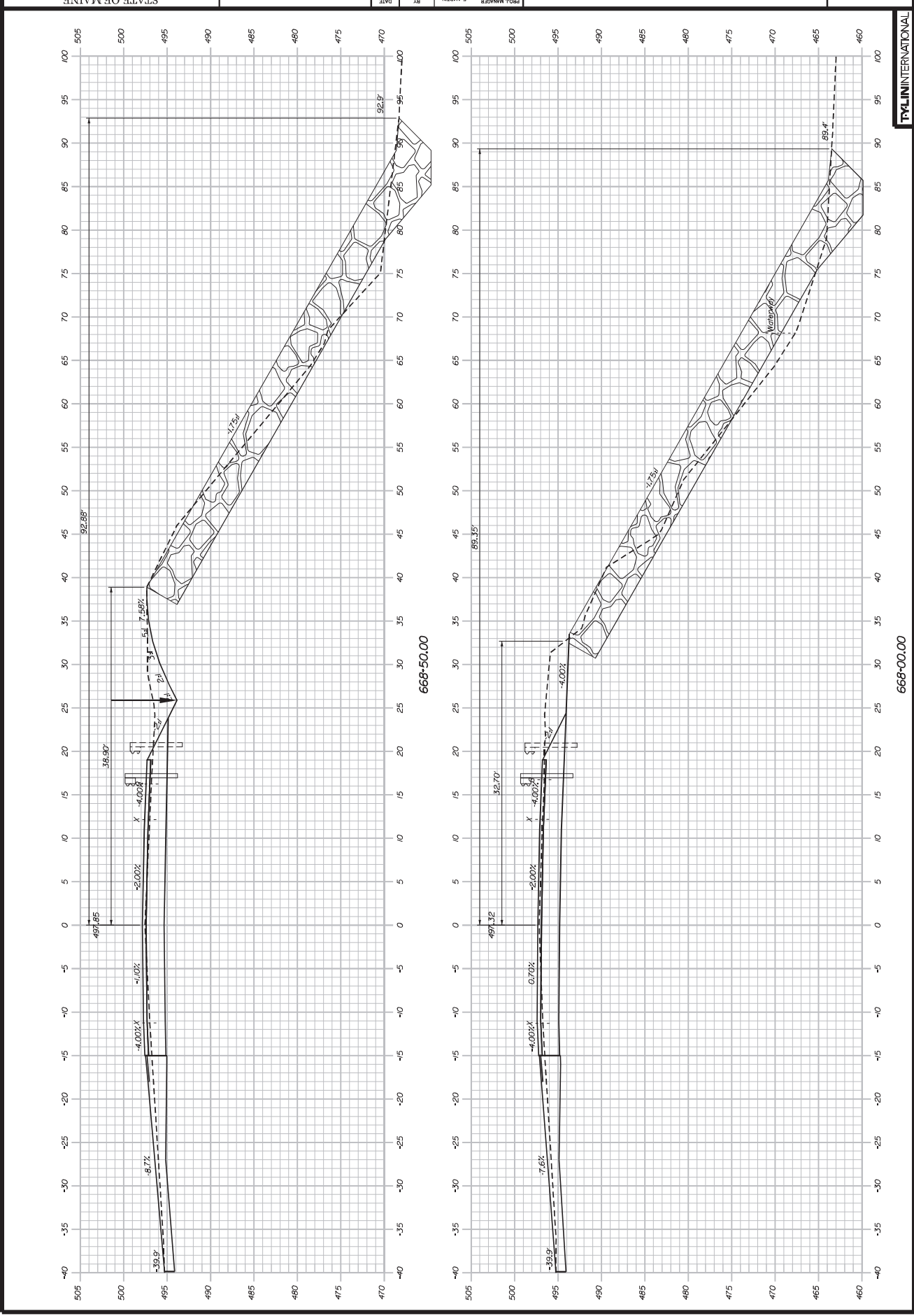
DATE _____

P.F. NUMBER _____

SIGNATURE _____

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	STP-2265(600)	WIN 22655.00 HIGHWAY PLANS
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CROSS SECTIONS U.S. ROUTE 1 FRENCHVILLE - FORT KENT		SHEET NUMBER 150 OF 338	
REVISIONS REVISION 4 REVISION 3 REVISION 2 REVISION 1 DESIGN DETAIL 03 DESIGN DETAIL 02 DESIGN DETAIL 01 DESIGN DETAIL 00		PROJECT MANAGER E. WATSON BY T. KELLEY DATE 9/20/2020	
CHECKED BY T. KELLEY DATE 9/20/2020		P.E. NUMBER DATE 9/20/2020	
SIGNATURE T. KELLEY		SIGNATURE T. KELLEY	
STATE OF MAINE DEPARTMENT OF TRANSPORTATION S.T.P.-2265(600) WIN 22656.00		HIGHWAY PLANS	





-  PERMANENT WETLAND IMPACTS
 -  TEMPORARY WETLAND IMPACTS
 -  PERMANENT STREAM (RUS) IMPACTS
 -  TEMPORARY STREAM (RUS) IMPACTS
- NOTE: "RUS" INDICATES DELINEATED OHWM

Culvert XC-48305
Existing 48", proposed 72"
Stream culvert replacement
BFW: 6 ft, 74 linear ft impact

RESOURCE ID: PSS-03
IMPACT ID: 678+00LR
PERM: 757± SF
TEMP: 260± SF

RESOURCE ID: STR-03
IMPACT ID: 678+00LR
PERM: 727± SF
TEMP: 238± SF

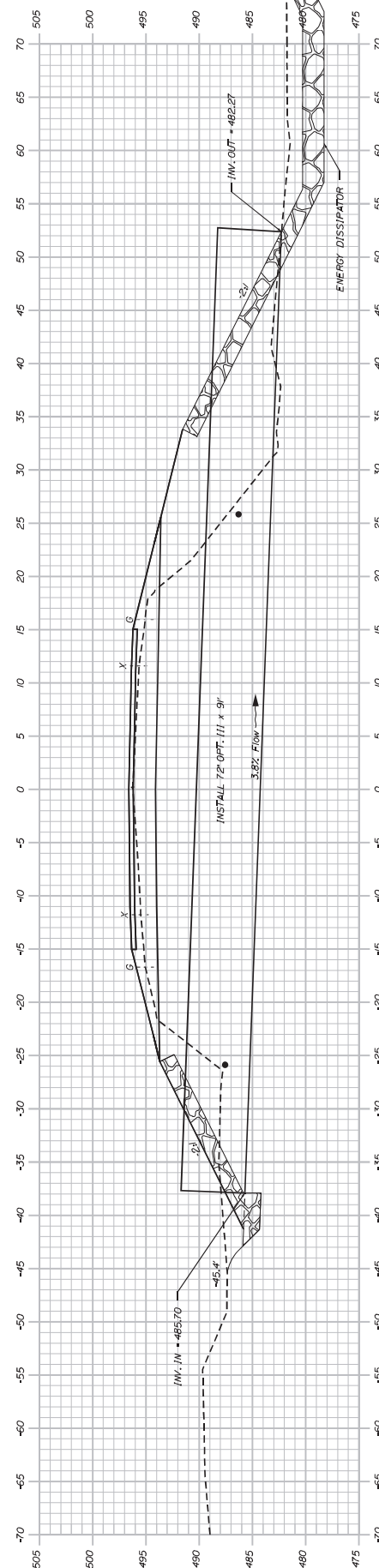
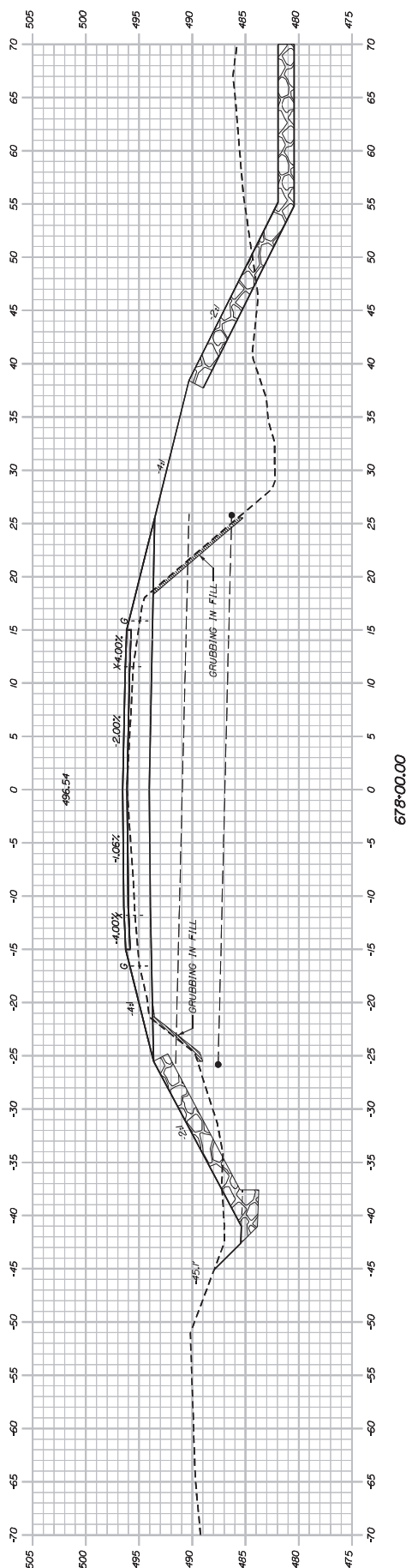


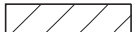
FRENCHVILLE - FORT KENT
U.S. ROUTE 1

2	DESIGN-DETAILED	1
	CHECKED-REVIEWED	H
	DESIGN-DETAILED2	
	DESIGN-DETAILED3	
	REVISIONS 1	
	REVISIONS 2	
	REVISIONS 3	
	REVISIONS 4	
	FIELD CHANGES	

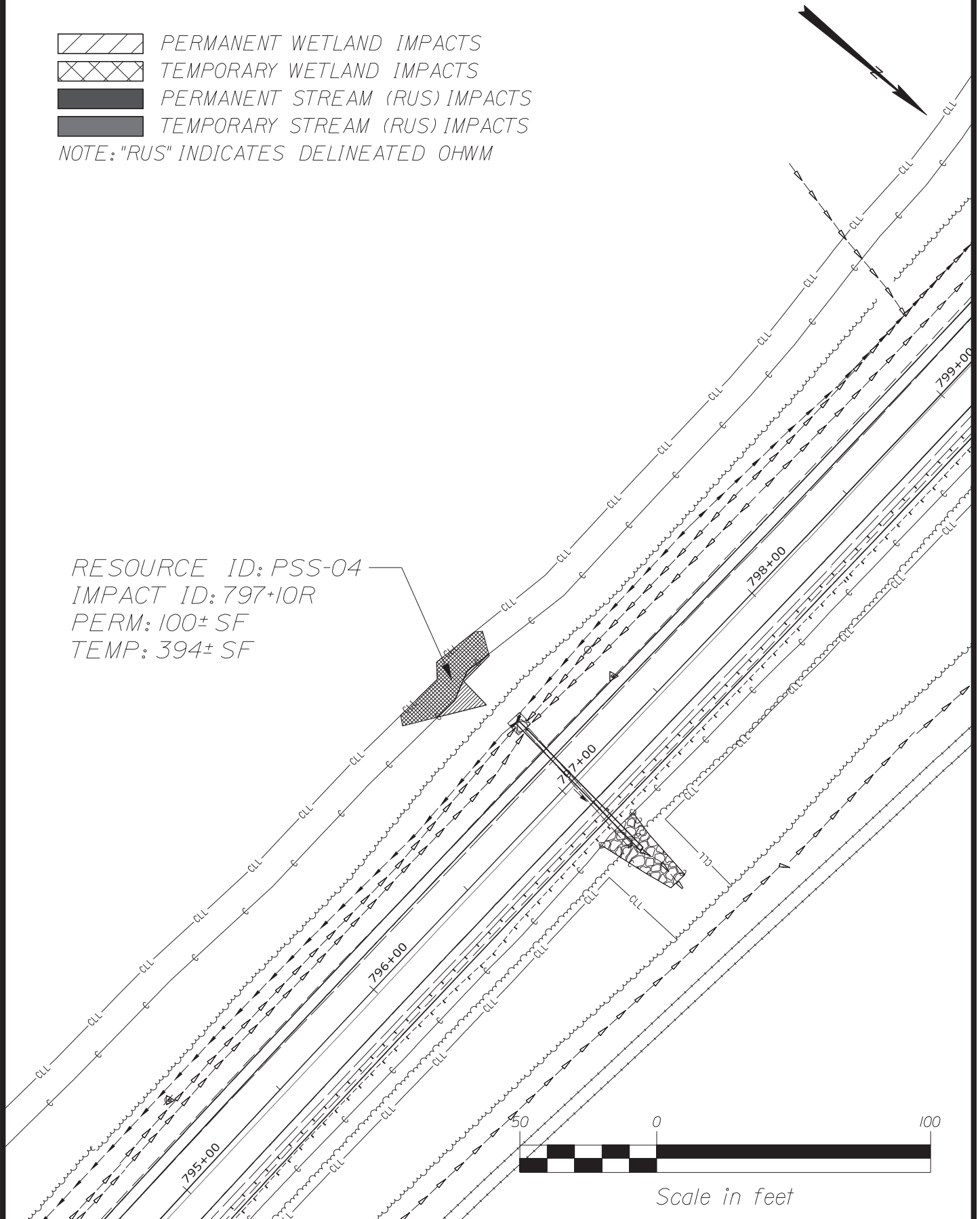
DATE			
P.E. NUMBER			
SIGNATURE			
	9/2017	H. COMAN	COMAN
	9/2017	T. KELLEY	KELLEY
			MARTIN

STATE OF MINE DEPARTMENT OF TRANSPORTATION	STP-2265(600)	WIN 22656.00 HIGHWAY PLANS
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-  PERMANENT WETLAND IMPACTS
 -  TEMPORARY WETLAND IMPACTS
 -  PERMANENT STREAM (RUS) IMPACTS
 -  TEMPORARY STREAM (RUS) IMPACTS
- NOTE: "RUS" INDICATES DELINEATED OHWM

RESOURCE ID: PSS-04
 IMPACT ID: 797+10R
 PERM: 100± SF
 TEMP: 394± SF



STATE OF MAINE
 DEPARTMENT OF TRANSPORTATION
 22656.00

US RTE 1 FRENCHVILLE-FTKENT
 AROOSTOOK COUNTY

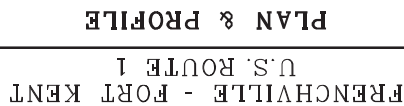
SHEET NUMBER

5
 227

OF 10

4/17/2026

IMPACT PLANS

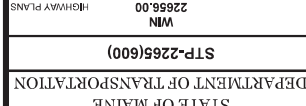


DATE		
P.E. NUMBER		
SIGNATURE		
	9/20/17	H. COWAN

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user name:

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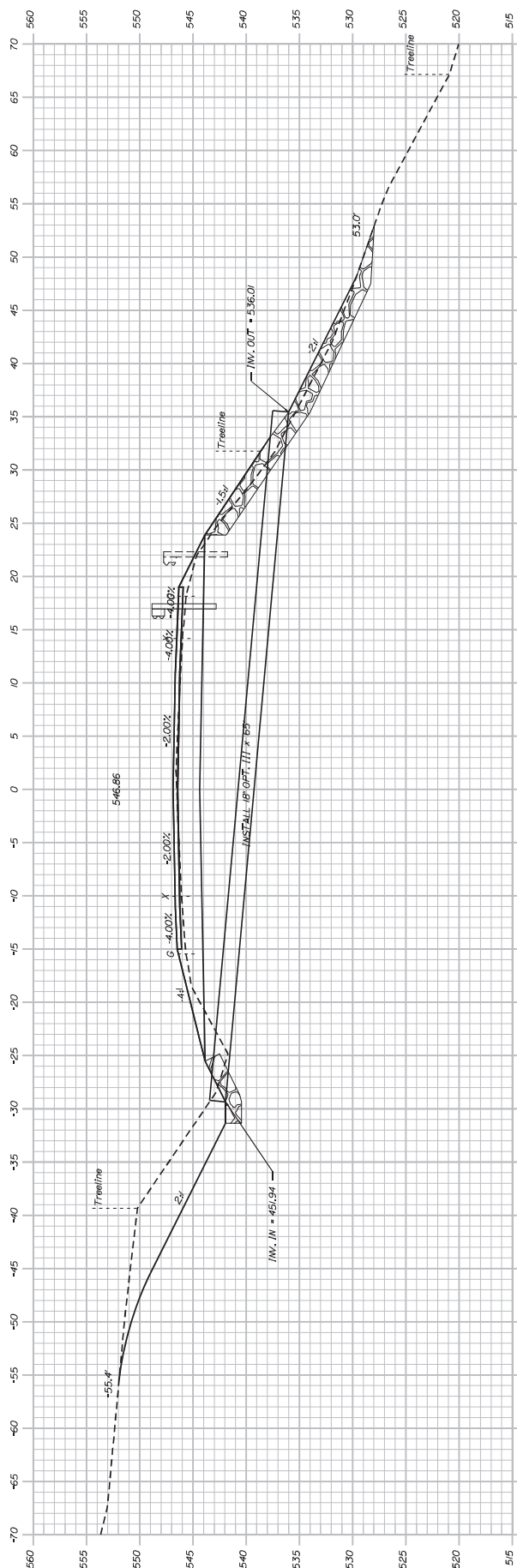


TOTAL AREA = 1386.2± AC. (TOWN)

CROSS SECTIONS

DESIGN-DETAILED	L. MARTIN			
CHECKED-REVIEWED	J. KELLEY	H. COMAN		
DESIGN-DETAILED	J. KELLEY	H. COMAN		
DESIGN-DETAILED				
REVISIONS 1				
P.E. NUMBER				
SIGNATURES	9/20/17	9/20/17		

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	STP-2265(600)
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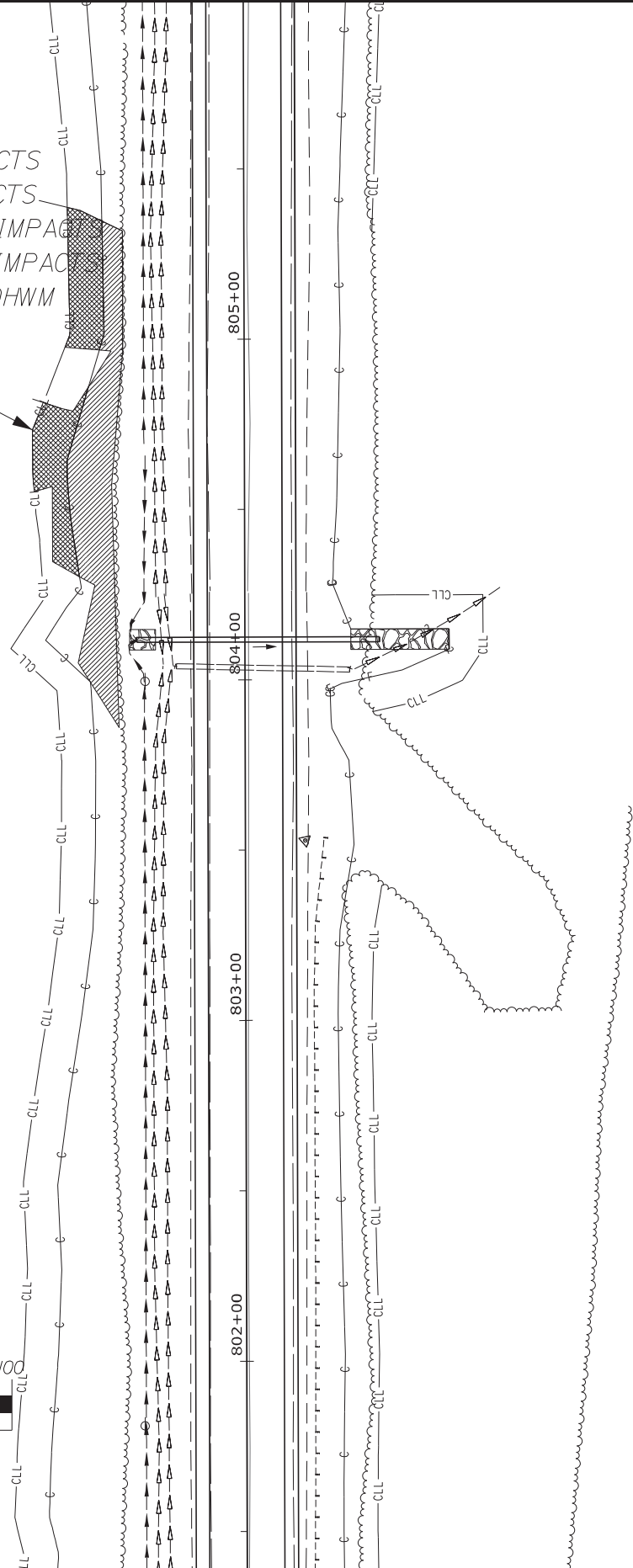
-  PERMANENT WETLAND IMPACTS
-  TEMPORARY WETLAND IMPACTS
-  PERMANENT STREAM (RUS) IMPACTS
-  TEMPORARY STREAM (RUS) IMPACTS

NOTE: "RUS" INDICATES DELINEATED OHWM

RESOURCE ID: PSS-05
IMPACT ID: 804+50L
PERM: 1,270± SF
TEMP: 812± SF



Scale in feet



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
22656.00

US RTE 1 FRENCHVILLE-FTKENT
AROOSTOOK COUNTY

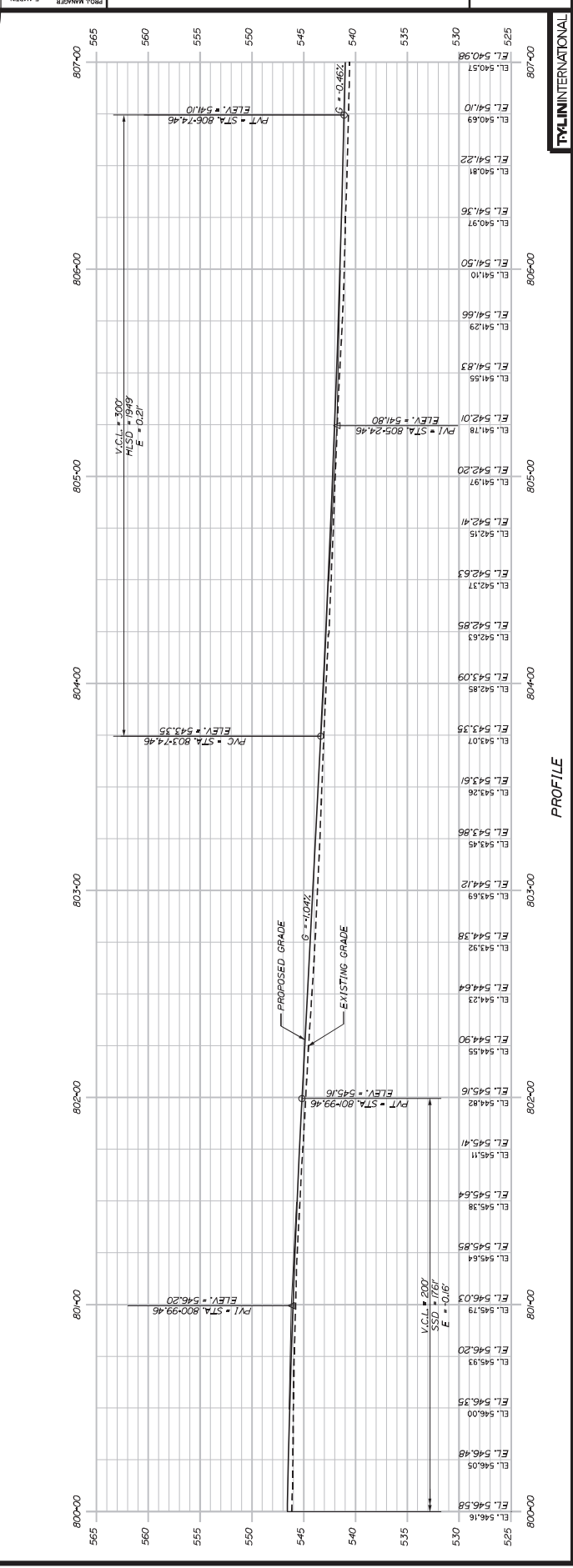
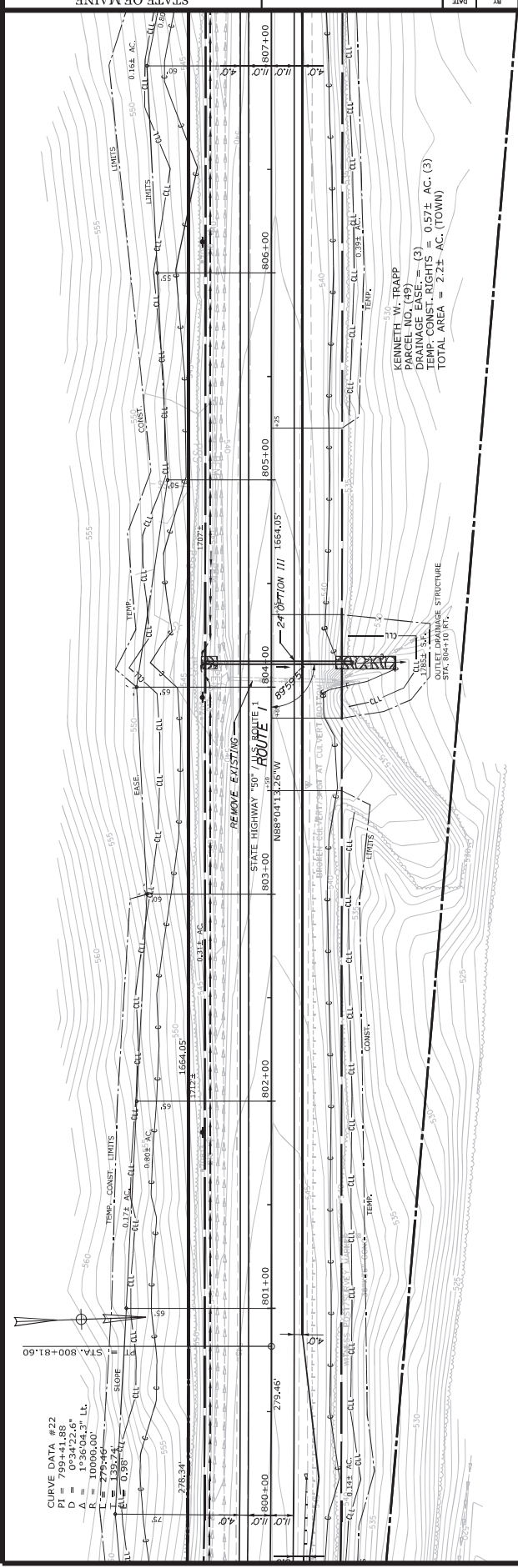
4/17/2026

IMPACT PLANS

SHEET NUMBER

6
230

OF 10



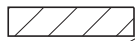
CROSS SECTIONS

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DEPARTMENT OF TRANSPORTATION	STP-2265(600)	WIN	22656.00	HIGHWAY PLANS
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-  PERMANENT WETLAND IMPACTS
 TEMPORARY WETLAND IMPACTS
 PERMANENT STREAM (RUS) IMPACTS
 TEMPORARY STREAM (RUS) IMPACTS
 NOTE: "RUS" INDICATES Delineated OHWM



RESOURCE ID: PFO-08
 IMPACT ID: 810+25R
 PERM: 196± SF
 TEMP: 655± SF

RESOURCE ID: PSS-08
 IMPACT ID: 809+00R
 PERM: 2,076± SF
 TEMP: 1,505± SF

RESOURCE ID: STR-04
 IMPACT ID: 809+15R
 PERM: 111± SF
 TEMP: 106± SF

RESOURCE ID: PEM-07
 IMPACT ID: 808+50L
 PERM: 0± SF
 TEMP: 501± SF

RESOURCE ID: PFO-06
 IMPACT ID: 807+90R
 PERM: 0± SF
 TEMP: 101± SF

Culvert XC-48316
 Existing 24", proposed 24"
 Drainage outlet replacement,
 no OHWM at inlet
 21 linear feet impact



Scale in feet

STATE OF MAINE
 DEPARTMENT OF TRANSPORTATION
 22656.00

US RTE 1 FRENCHVILLE-FTKENT
 AROOSTOOK COUNTY

SHEET NUMBER

7

233

OF 10

4/17/2026

IMPACT PLANS

SHEET NUMBER

FRENCHVILLE - FORT KENT
U.S. ROUTE 1
CROSS SECTIONS

DESIGN-DETAILED	I, KELLEY	H. COWAN		9/2017
CHECKED-REVIEWED		H. COWAN		9/2017
DESIGN-DETAILED				
DESIGN-DETAILED				
REVISED	1			
REVISED	2			
REVISED	3			
REVISED	4			
FIELD CHANGES				

DATE

E. NUMBER

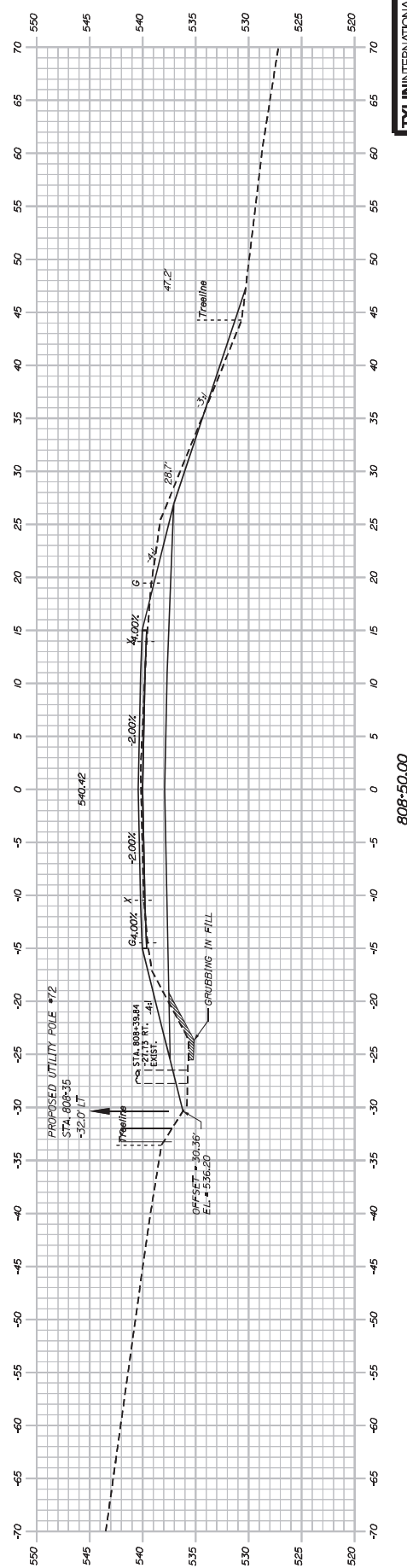
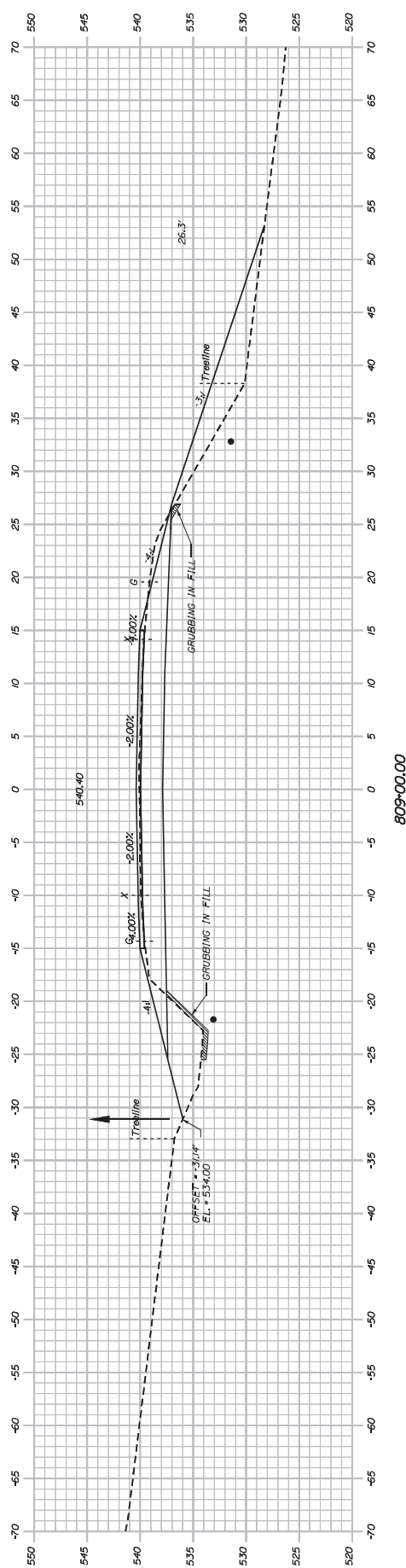
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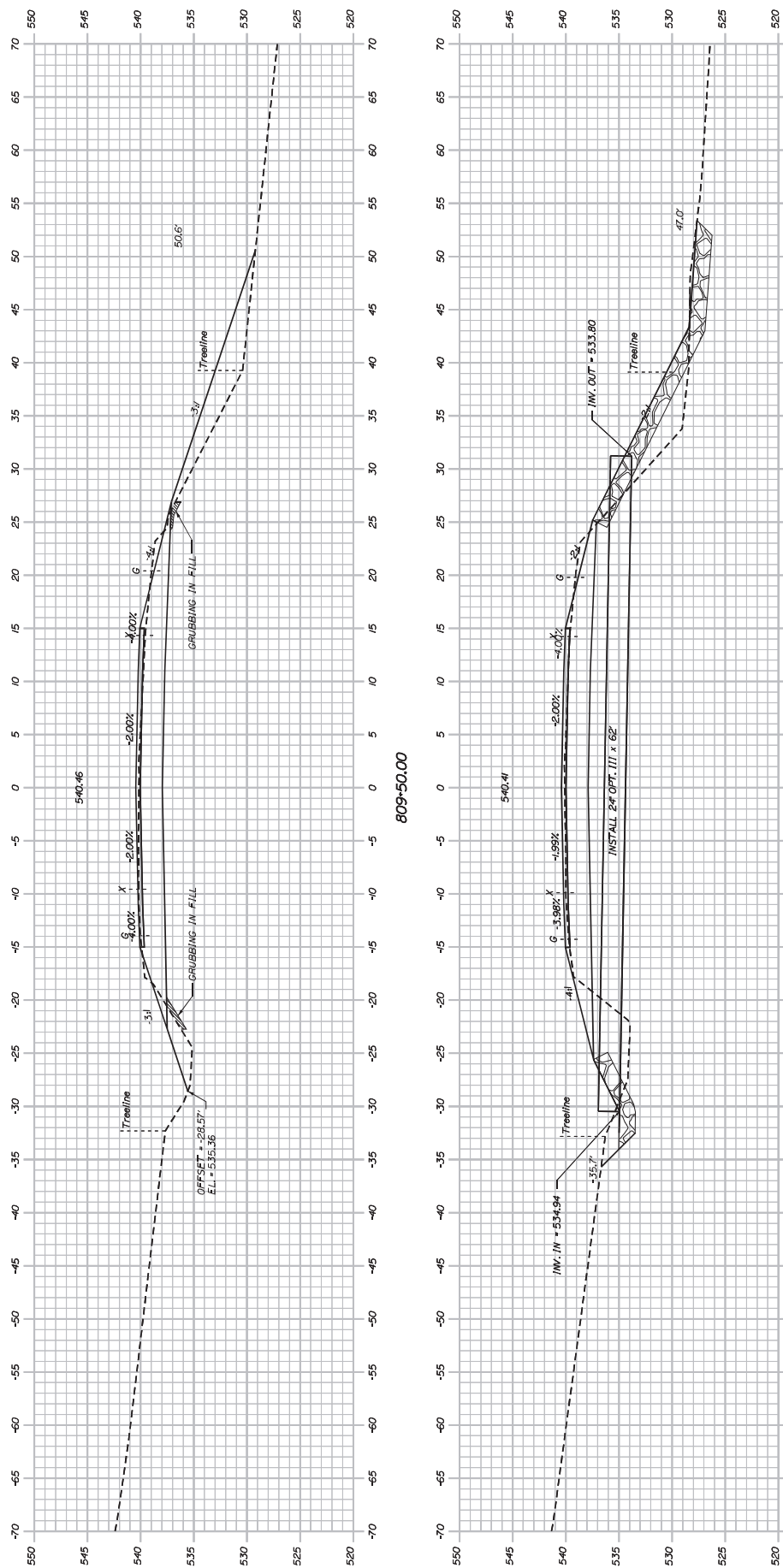
STATE OF MAINE

STP-2265(600)

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NIM

HIGHWAY PLANS





FRENCHVILLE - FORT KENT										U.S. ROUTE 1										CROSS SECTIONS									
PROJ. NUMBER		E. MARKIN		DESIGN DATE		DESIGN DETAIL		CHECKED BY		DESIGN DETAIL		REVISIONS 1		REVISIONS 2		REVISIONS 3		REVISIONS 4		FIELD CHANGES									
DATE		7/20/07		1. KELLEY		1. KELLEY		H. COMAN		H. COMAN		P.E. NUMBER		DATE															
STATE OF MAINE DEPARTMENT OF TRANSPORTATION										STP-2265(600)										WIN 22656.00 HIGHWAY PLANS									

CROSS SECTIONS

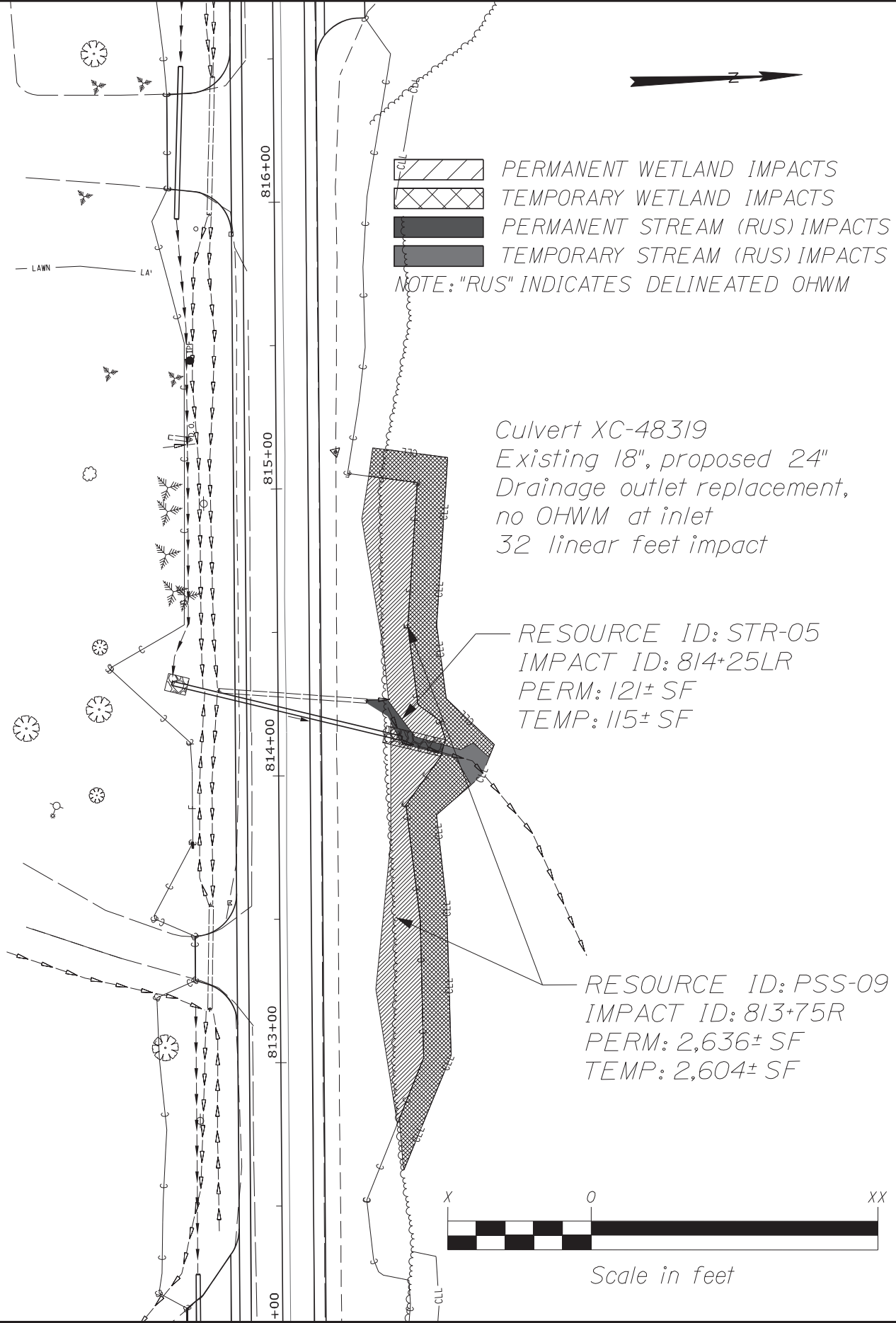
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CHECKED-REVIEWED	H. COWAN				
DESIGN-DETAILED	H. COWAN				
DESIGN-DETAILED					
REVISIONS 1					
REVISIONS 2					
REVISIONS 3					
REVISIONS 4					
FIELD CHANGES					

DATE _____

P.F. NUMBER _____

SIGNATURE _____

22656.00
NIM



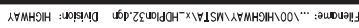
PLAN & PROFILE

DATE _____

P.F. NUMBER _____

SIGNATURE _____

NIM
22656.00



POSES =
890± S.
(TOWN)

CROSS SECTIONS

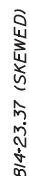
DESIGN-DETAILED	T. KELLEY	9/2017
CHECKED-REVIEWED	H. COWAN	9/2017
DESIGN-DETAILED2		
DESIGN-DETAILED3		
REVISIONS 1		
REVISIONS 2		
REVISIONS 3		
REVISIONS 4		

DATE _____

P.F. NUMBER _____

SIGNATURE _____

DEPARTMENT OF TRANSPORTATION	STP-2265(600)	WIN	22656.00	HIGHWAY PLANS
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CROSS SECTIONS

DATE			
P.E. NUMBER			
SIGNATURE			
	9/2017	H. COMAN	COMAN
	9/2017	T. KELLEY	KELLEY

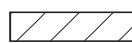
WIN
22656.00





RESOURCE ID: PFO-10
IMPACT ID: 827+90L
PERM: 6± SF
TEMP: 0± SF

RESOURCE ID: PSS-10
IMPACT ID: 826+15L
PERM: 0± SF
TEMP: 121± SF

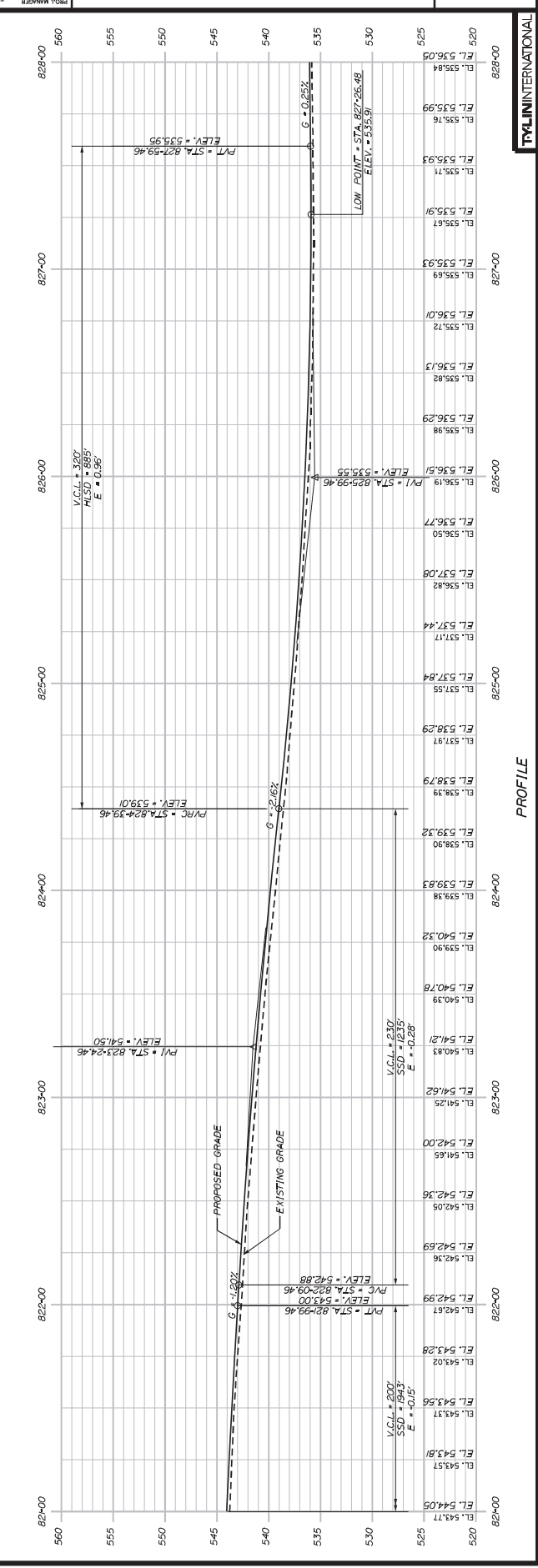
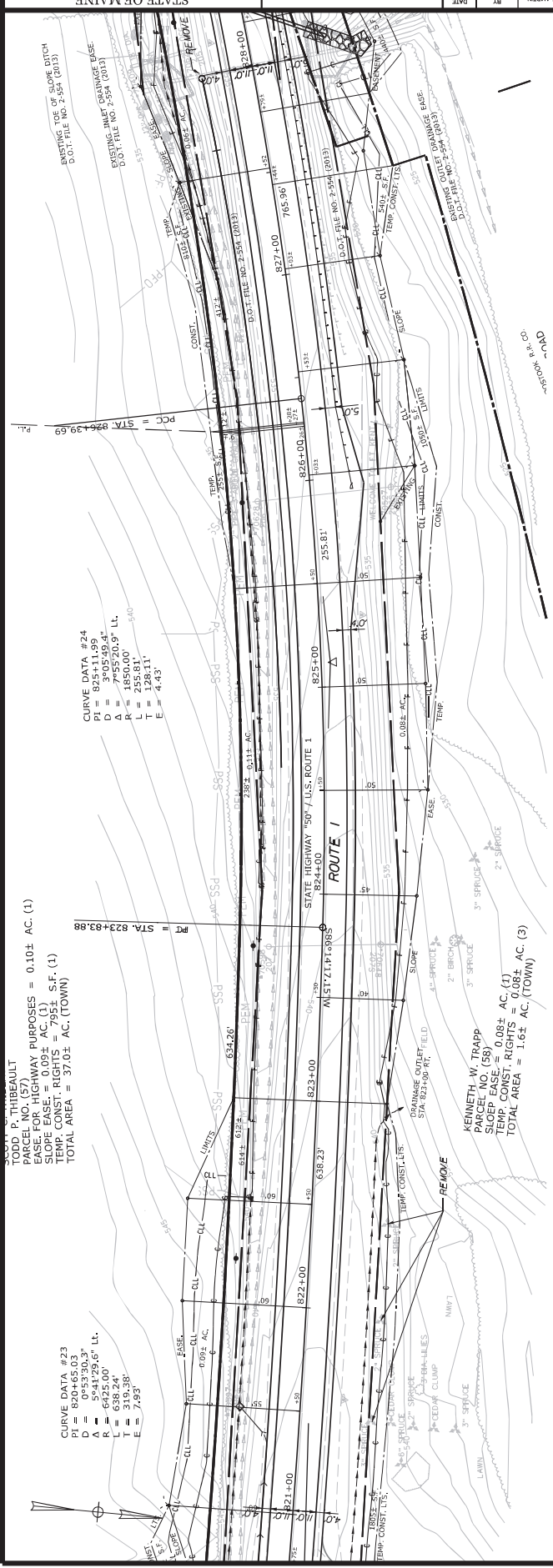
-  PERMANENT WETLAND IMPACTS
 -  TEMPORARY WETLAND IMPACTS
 -  PERMANENT STREAM (RUS) IMPACTS
 -  TEMPORARY STREAM (RUS) IMPACTS
- NOTE: "RUS" INDICATES DELINEATED OHWM

RESOURCE ID: PFO-10
IMPACT ID: 822+55L
PERM: 0± SF
TEMP: 48± SF



Scale in feet

STATE OF MAINE DEPARTMENT OF TRANSPORTATION 22656.00	US RTE 1 FRENCHVILLE-FTKENT AROOSTOOK COUNTY	SHEET NUMBER 9 242
4/17/2026	IMPACT PLANS	OF 10

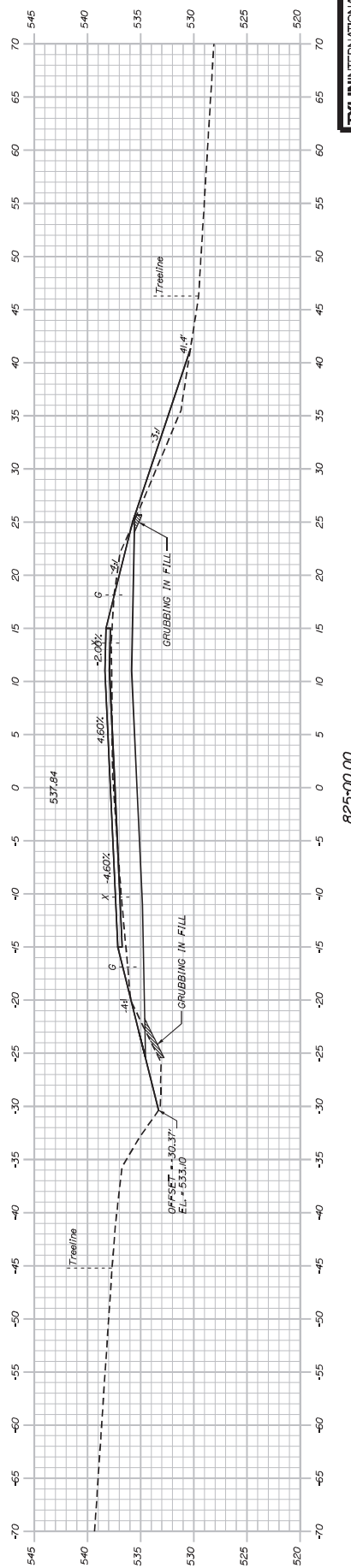
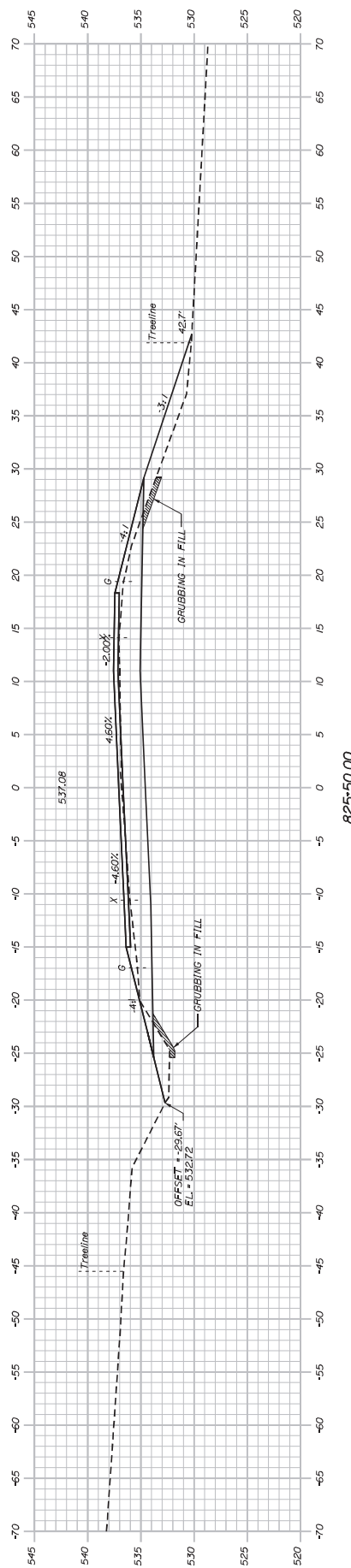
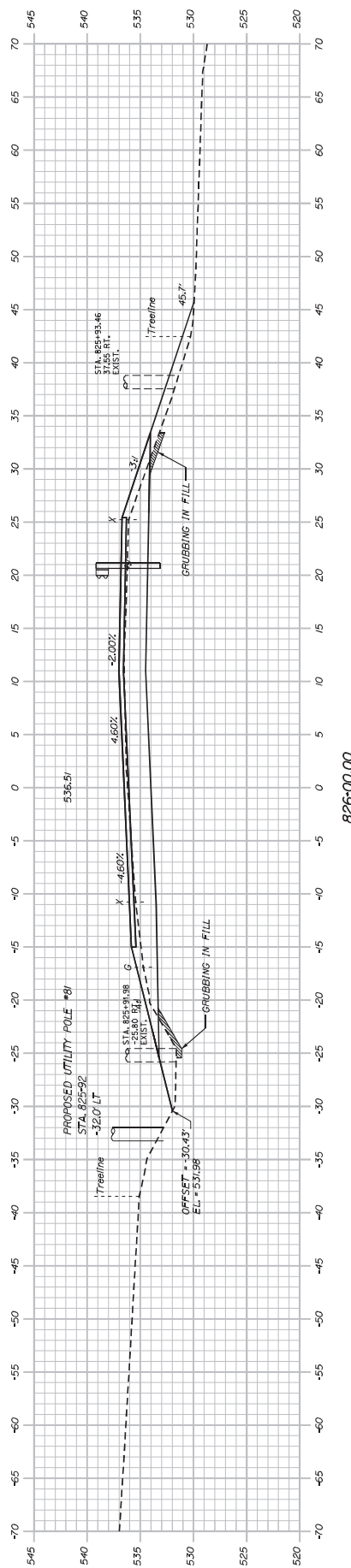


CROSS SECTIONS

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STP-2265(600)

(c)



-  PERMANENT WETLAND IMPACTS
 -  TEMPORARY WETLAND IMPACTS
 -  PERMANENT STREAM (RUS) IMPACTS
 -  TEMPORARY STREAM (RUS) IMPACTS
- NOTE: "RUS" INDICATES DELINEATED OPEN RIVER

RESOURCE ID: PEM-10
 IMPACT ID: 845+00L
 PERM: 98± SF
 TEMP: 507± SF

RESOURCE ID: PFO-II
 IMPACT ID: 844+55L
 PERM: 0± SF
 TEMP: 34± SF

RESOURCE ID: PFO-II
 IMPACT ID: 843+50L
 PERM: 159± SF
 TEMP: 625± SF



Scale in feet

STATE OF MAINE
 DEPARTMENT OF TRANSPORTATION
 22656.00

US RTE 1 FRENCHVILLE-FTKENT
 AROOSTOOK COUNTY

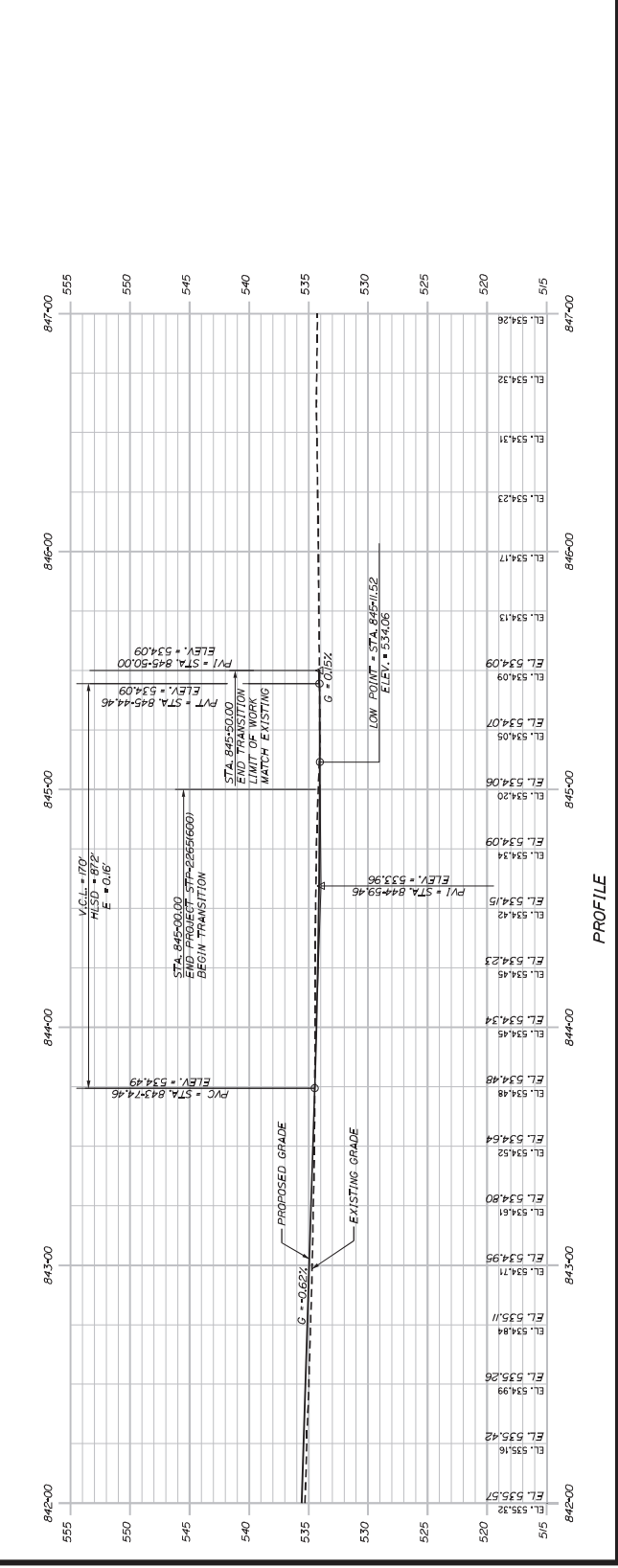
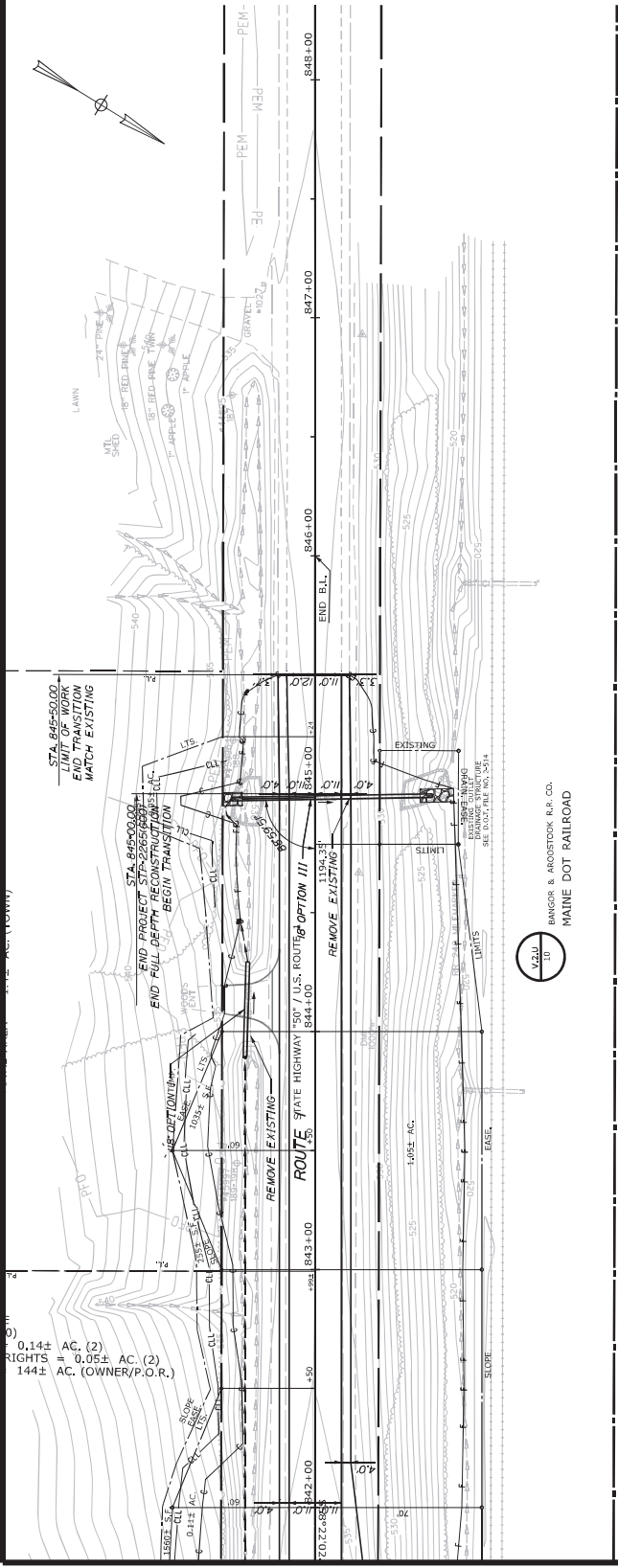
4/17/2026

IMPACT PLANS

SHEET NUMBER

10

245
 OF 10

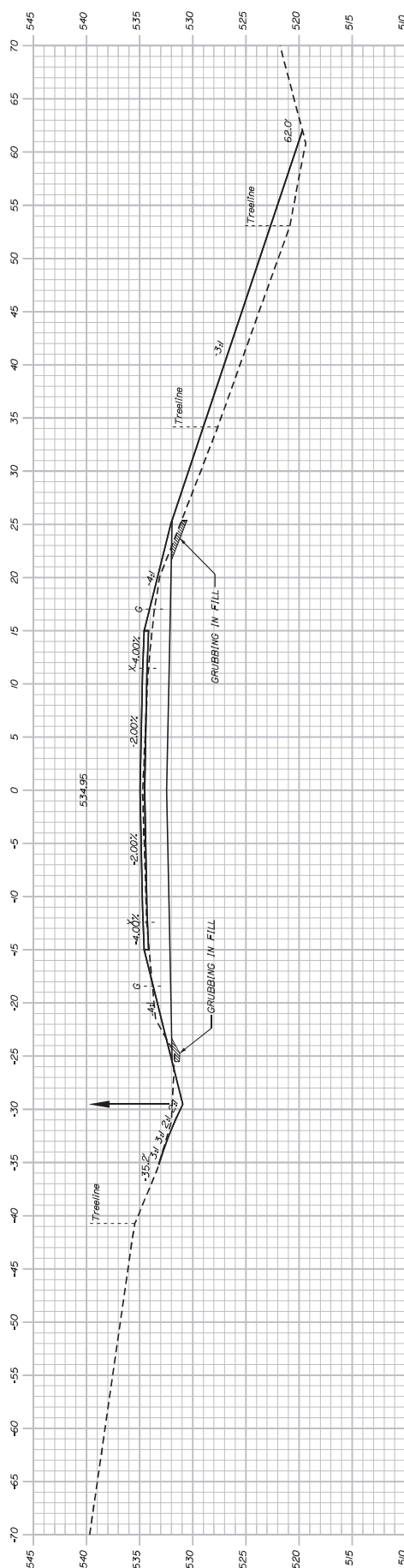
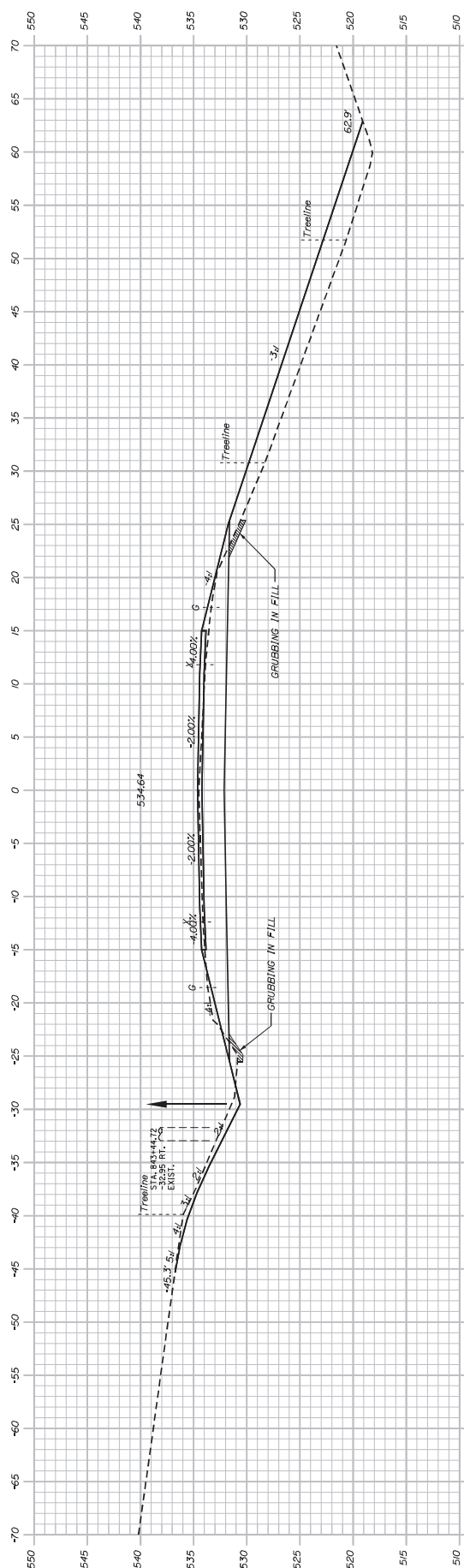


CROSS SECTIONS

DESIGN-DETAILED	J. KELLEY	9/20/17
CHECKED-REVIEWED	H. COMAN	9/20/17
DESIGN-DETAILED		
DESIGN-DETAILED		
REVISIONS 1		
REVISIONS 2		
REVISIONS 3		
REVISIONS 4		

DATE _____
P.E. NUMBER _____
SIGNATURE _____

22656.00
NIM



CROSS SECTIONS

SIGNATURE	P.F. NUMBER	DATE
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WIN
22656.00



MAINE IN-LIEU FEE WORKSHEET

DEP License #: _____ Issue Date: _____

DEP Project Manager: _____

US Army Corps Permit #: NAE-2026-00751 Issue Date: 8/13/2026US Army Corps Project Manager: Rachel AntieauName of Project: Frenchville-Fort Kent WIN# 22656.00Name of Licensee/Permittee: Maine Department of TransportationProject Address (Physical): US Route 1, Frenchville and Fort Kent, MaineProject Coordinates (Latitude/Longitude): (47.2916, -68.5247) to (47.2799, -68.4432)County the Project is Located in: AroostookILF Service Area/Biophysical Region – Section: Aroostook HillsSubsection: Aroostook Hills and Lowlands

Watershed the Project is Located in (8-digit Hydrologic Unit Code (HUC): _____

Wetland Impact Table:

List all different resources that are impacted by the project separately by Cowardin classification. List significant wildlife habitats as a distinct resource, separating wetland and upland impacts.

Resource Types	Type of Impact	SF Impacted	Multiplier	Wetland Credits Required*
RP1EM, RP1SS	Permanent	3167	2	0.1454
PEM	Permanent	1111	1	0.0255
PSS	Permanent	8993	1	0.2065
PFO	Permanent	361	1	0.0083
	Total SF Impacts:	13,632	Total Credits:	0.3857

Types of Impacts: May include filling, dredging, vegetation conversion (e.g. forested to shrub/scrub), shading

*Wetland Credits Required = SF impact x Multiplier / 43,560

Using the Current ILF Fact Sheet, calculate the cost of Wetland credits to be purchased:

Total Credits required x Wetland Credit by County (project location): \$ _____

Stream Impact Table:

Name of Stream Impacted	Type of Impact	LF Impacted	Multiplier**	SVAP 2*** (if applicable)	Stream Credits Required***
STR-01,-03,-04	Permanent	114	1	0.75	85.5
St John River STR-02	Permanent	328.5	0.333	2	218.78
STR-05	Permanent	32	1	0.5	16
	Total LF Impacts:	474.5		Total Credits:	320.28

**Use a multiplier of 1 for whole width stream impacts, 0.333 for impacts to 1 bank or the channel, 0.666 for impacts to two banks or one bank and the channel.

***SVAP 2 Stream Condition Multiplier is a stream assessment method used by US Army Corps of Engineers which may adjust the required credit purchase and is determined during the permitting process.

****Stream Credits Required = (LF impact x multiplier) x SVAP 2

Using the Current ILF Fact Sheet, calculate the cost of Stream credits to be purchased:

Total Credits required x Stream Credit cost: \$ _____

Wetland Credit costs + Stream Credit Costs = Total Payment

Total Payment: \$ _____

Proof of Payment (list check number / date or DEP Payment Portal receipt / date):

Payment of ILF must be made prior to the start of construction. Your payment will not be accepted unless you submit the following items:

- 1. A completed copy of this form**
- 2. Copies of applicable DEP & US Army Corps permits**
- 3. Location map with project area highlighted**
- 4. Proof of Payment**

(To be filled in by DEP)

DEP Invoice #: _____

Date Payment Received: _____

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 <u>cenae-r-tu</u>@usace.army.mil or by mail at the below address: U.S. Army Corps of Engineers New England District Office Street Address: 696 Virginia Road City: Concord State: Massachusetts Zip Code: 01742-2751																
COMPLETED BY THE CORPS																
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">Corps Action Number:</td> <td>NAE-2026-00751</td> </tr> <tr> <td>Permit Type: <u>General Permit</u></td> <td></td> </tr> <tr> <td>General Permit Number and Name (<i>if applicable</i>):</td> <td>Nationwide Permit 14</td> </tr> <tr> <td>Name of Permittee:</td> <td>Maine Department of Transportation</td> </tr> <tr> <td>Project Name:</td> <td>MaineDOT Frenchville-Fort Kent, WIN 22656.00</td> </tr> <tr> <td>Project Location (<i>physical address</i>):</td> <td>U.S. Route 1 (47.2916, -68.5247) to (47.2799, -68.4432)</td> </tr> <tr> <td></td> <td>Frenchville/Fort Kent, Maine</td> </tr> </table>			Corps Action Number:	NAE-2026-00751	Permit Type: <u>General Permit</u>		General Permit Number and Name (<i>if applicable</i>):	Nationwide Permit 14	Name of Permittee:	Maine Department of Transportation	Project Name:	MaineDOT Frenchville-Fort Kent, WIN 22656.00	Project Location (<i>physical address</i>):	U.S. Route 1 (47.2916, -68.5247) to (47.2799, -68.4432)		Frenchville/Fort Kent, Maine
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	Frenchville/Fort Kent, Maine															
PERMITTEE'S CERTIFICATION																
Date Work Started: _____ Date Work Completed: _____ Enclose photographs showing the completed project (<i>if available</i>). 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														

14. Linear Transportation Projects.

Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, driveways, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge of dredged or fill material cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge of dredged or fill material cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. 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. Temporary fills must be removed in their entirety and the affected areas returned to preconstruction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge of dredged or fill material in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404)

Note 1: For linear transportation 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. Linear transportation projects must comply with 33 CFR 330.6(d).

Note 2: Some discharges of dredged or fill material for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include 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 that require Department of the Army

authorization but do not require pre-construction notification (see paragraph (b)(4) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, “District Engineer’s Decision.” The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

NAE Note 1 (Maine): A joint pre-application consultation with the Corps and state resource agencies is strongly advised for all activities that involve new or replacement tidal crossings.

NAE Note 2 (Maine): Activities conducted under NWPs involving the replacement or installation of new tidal crossings should comply with the state of Maine’s CoastWise Approach. See state website for additional information:
http://www.maine.gov/dmr/sites/maine.gov.dmr/files/inline-files/CoastWiseManualJuly2023_updated.pdf

Table of Contents:

- **2026 Nationwide Permits General Conditions**
- **2026 Nationwide Permits - New England District Regional Conditions**
- **State of Maine Water Quality Certification and Coastal Zone Management Determination**
- **Environmental Protection Agency Water Quality Certification**

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 NWP 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 derelict, 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 NWP.

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 NWP's 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 NWP's 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/xkqbur861/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/utis/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 (NWP) 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 NWP 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/markings, 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 NWP's 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 NWP's, and these activities do not require activity-specific EFH consultation.

Nationwide Permit	Authorized Activities with General Concurrence
NWP's: 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. Additional PCN Requirement and Time-of-Year Windows and Restrictions: In-water work (including physical alterations) within non-tidal and tidal waters, shall be conducted during the following time-of-year (TOY) work windows (see below table). Approval to work outside the TOY work windows must be obtained from the Maine Department of Inland Fisheries and Wildlife (IFW) using the form located at: <https://www.maine.gov/dep/land/permits/pbr/index.html> for work in non-tidal waters or from the Maine Department of Marine Resources (DMR): <https://www.maine.gov/dep/land/permits/pbr/index.html> for work in tidal waters. If in-water work cannot be completed during the TOY work window or approval to work outside the TOY work window from IFW or DMR is not obtained, 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 state’s approval for working outside the TOY restriction shall be submitted with the PCN.

	TOY Work Restriction	TOY Work Window
Non-Tidal Waters	October 2 to July 14	July 15 to October 1
Tidal Waters	April 16 to November 14	November 15 to April 15

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.

- P. Additional PCN Requirement (Saint John and Saint Croix River basins): A PCN is required for any proposed work within the Saint John and Saint Croix River basins that requires approval of the International Joint Commission. In addition, a PCN is required if any temporary or permanent use, obstruction, or diversion of international boundary waters could affect the natural flow or levels of waters on the Canadian side of the boundary; or if any construction or maintenance of remedial works, protective works, dams, or other obstructions in waters downstream from boundary waters could raise the natural level of water on the Canadian side of the boundary.
- Q. Additional PCN Requirement (NWP 48, Commercial Shellfish Mariculture Activities): A PCN is required for any activities proposed under NWP 48 that would install gear for a commercial shellfish operation within a site greater than 5 acres in size.
- R. Additional PCN Requirement (Important or Rare Resources): A PCN is required for any proposed discharges of dredged or fill material within any of the following aquatic resources or resource types identified as specifically important or rare within the State of Maine which warrant additional protections:
1. Lakes and tributaries that support arctic char and lake whitefish; or
 2. Bogs and fens

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 T 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. Regional Condition W is reserved for the State of Vermont.

X. Regional Condition X is reserved for the State of Vermont.

STATE OF MAINE



MELANIE LOYZIM

COMMISSIONER
DEPT. OF ENVIRONMENTAL PROTECTION

AMANDA E. BEAL

COMMISSIONER
DEPT. OF AGRICULTURE, CONSERVATION & FORESTRY

SAMANTHA HORN

DIRECTOR
MAINE OFFICE OF COMMUNITY AFFAIRS

December 18, 2025

Tammy Turley
Chief, Regulatory Division
U.S. Army Corps of Engineers
New England District
696 Virginia Rd
Concord, MA 01742

RE: WQC and CZM Decision on Proposed 2026-2031 Nationwide Permits

Dear Ms. Turley,

This letter is in response to the Clean Water Act Section 401 Water Quality Certification (WQC) requests received by the Maine Department of Environmental Protection (DEP) and Land Use Planning Commission (LUPC) on June 18, 2025 as well as the Coastal Zone Management Act ("CZM") consistency determination received by Maine Coastal Program (MCP) on June 24, 2025 for the proposed U.S. Army Corps of Engineers (USACE) nationwide permits (NWP) that would replace the existing NWPs set to expire on March 14, 2026. Public notice of this proposed action was published in the Portland Press Herald on July 2, 2025 with a comment period through July 21, 2025 as well as on November 9, 2025 with a comment period through November 29, 2025.

The New England District of the USACE proposes to implement NWPs, a type of general permit issued on a nationwide basis to streamline the authorization of activities under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899 that result in no more than minimal individual and cumulative adverse environmental effects, for a five-year period beginning March 15, 2026. Of the existing NWPs numbered 1 through 59 and proposed NWP A, the New England District is not proposing to implement NWPs 2, 21, 24, 25, 30, 49, or 50. Further, in the opinion of the USACE, NWPs 1, 9, 10, 11, 28, 35, and 55 could not reasonably be expected to result in a discharge into waters of the U.S. and the Corps does not deem certification to be necessary. However, the final decision of whether certification is needed for those NWPs rests with the certifying authority. Additionally, NWP 8 only authorizes activities seaward of the territorial seas and therefore does not require WQC.

Under Section 401 of the Clean Water Act, any activity authorized by a federal permit that may result in a discharge to waters of the U.S. must obtain a WQC or waiver from the appropriate certifying authority. DEP and LUPC are both certifying authorities in the State of Maine. The LUPC serves as the planning, zoning, and permitting authority for the 10.4 million acres of unorganized and deorganized areas of the State, including townships, some plantations, and a few small towns. Additionally, pursuant to Section 307 of the Coastal Zone Management Act of 1972, federal activities affecting a state's coastal zone must be undertaken in a manner consistent to the maximum extent practicable with the enforceable policies of MCP. Maine's federally approved coastal zone extends from the inland boundary of coastal municipalities or unorganized townships or plantations that contain tidal waters seaward to the outer limit of the State's territorial ownership, three nautical miles from the baseline from which the territorial sea is measured.

Maine's Natural Resources Protection Act (NRPA), 38 M.R.S. §§480-A – 480-KK, finds and declares the state's rivers and streams, great ponds, fragile mountain areas, freshwater wetlands, significant wildlife habitat, coastal wetlands, and coastal sand dune systems to be resources of state significance. A state permit is required when an activity would be located in, on, or over any of the above protected natural

resources, as well as other cases where an activity would be adjacent to those natural resources, unless the activity is otherwise exempt. The DEP issues permits pursuant to NRPA and LUPC issues permits pursuant to 38 M.R.S. § 480-E-1 and Chapter 10 of the Commission's Rules and Regulations, having delegation of permit-granting authority under NRPA for projects wholly within its jurisdiction. The MCP incorporates NRPA, Chapter 10, and other state laws and regulations as enforceable policies of the coastal program, and federal actions must be carried out in a manner consistent with those policies.

A decision table is provided on page 4 to summarize the information below.

CONDITIONAL WQC CERTIFICATION AND CONDITIONAL CZM CONCURRENCE – GENERAL

DEP, LUPC, and MCP have coordinated on the review of the proposed NWP's and have decided that NWP's 3, 4, 5, 6, 7, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 27, 29, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 48, 50, 51, 52, 53, 54, 56, 57, 58, 59, and A would conditionally comply with state water quality requirements and MCP enforceable policies and therefore conditionally certify and conditionally concur, provided that the applicant obtains all applicable state approvals pursuant to 38 M.R.S. §§480-A through -KK and 06-096 C.M.R. ch. 305 and ch. 310 and 01-672 C.M.R. ch. 10.

The DEP and LUPC have robust programs, standards, and criteria to review applications for the activities identified in each NWP. The NWP's themselves provide insufficient information to determine if discharges from the regulated activities would comply with Maine's Water Quality Standards and MCP enforceable policies within 38 M.R.S. §§480-A – 480-KK. By conditioning WQC and CZM on applicants going through applicable state review process(es), necessary data and information can be obtained and evaluated to ensure there would be no negative impacts to water quality or other protected natural resources. The DEP also has its own standards for activities that have been determined to not significantly affect the environment if carried out in accordance with the standards and conditions under 06-096 C.M.R. Chapter 305 Permit by Rule. DEP and LUPC have additionally identified activities not requiring a permit by applicable state standards which also do not need WQC, as stated in the "WQC waived" section below.

CONDITIONAL WQC CERTIFICATION AND CONDITIONAL CZM CONCURRENCE – NWP 36

36. Boat Ramps conditions

- WQC and CZM are only given for public, community, and commercial boat ramps, where commercial means that the ramp is privately owned and operated but open to all members of the public with or without a fee. Private/single residential boat ramps require individual WQC and CZM review.

Limiting the scope of NWP 36 ensures the most public benefit per project and also prevents violation of state water quality standards.

38 M.R.S. §§480-A – 480-KK; 06-096 C.M.R. ch. 305; 12 M.R.S. § 685-B(4) as restated in 01-672 C.M.R. § 10.24(A)(1); 01-672 C.M.R. § 10.27(L)

WQC WAIVED

DEP waives WQC for activities for which a permit is not required pursuant to 38 M.R.S. §480-Q. LUPC waives WQC for activities that are identified as exempt pursuant to 12 M.R.S. §685-B(1-A) or as uses allowed without a permit, or uses allowed without a permit subject to standards, pursuant to 01-672 C.M.R. ch. 10. Additionally, such activities do not necessitate an individual CZM review by MCP.

DEP and LUPC agree with USACE that WQC is not necessary for NWP's 1, 9, 10, 11, 28, and 55.

DEP and LUPC waive WQC for NWP 8 because it does not apply to activities in waters within state jurisdiction.

WQC DENIAL AND CZM OBJECTION

DEP, LUPC, and MCP deny and object to NWP 45. The state cannot certify that this activity would comply with water quality requirements because it does not align with DEP's Chapter 310 Wetlands and Waterbodies Protection rules, which clarify that "a yard or other developed area may not be extended closer to the water as part of a shoreline stabilization project." It also does not align with *Land Use Districts and Standards* 01-672 C.M.R. ch. 10, included but not limited to Sections 10.25(A), 10.25(P)(1)(b), 10.25(P)(1)(c), 10.25(T), and 10.27(F)(6).

38 M.R.S. §§ 480-A – 480-KK; 06-096 C.M.R. ch. 310; 01-672 C.M.R. ch. 10

CZM-SPECIFIC CONDITIONAL CONCURRENCE

MCP conditionally concurs with NWP 1, 9, 10, 11, 28, and 55, provided the applicant obtains all applicable state approvals pursuant to 38 M.R.S. §§480-A through -KK and 06-096 C.M.R. ch. 305 and ch. 310 and 01-672 C.M.R. ch. 10 for the reasoning provided above.

CZM OBJECTION

MCP objects to NWP 8 because it would not be consistent with MCP enforceable policies. It is the policy of the state to manage the marine environment and its related resources to preserve and improve the ecological integrity and diversity of marine communities and habitats and to enhance the economic value of the state's renewable marine resources. It is also the policy of the state to conserve, by according such protection as is necessary to maintain and enhance their numbers, all species of fish or wildlife found in the state, as well as the ecosystems upon which they depend. Pursuant to 38 M.R.S. §480-D(3), a permit cannot be granted for an activity that would unreasonably harm any significant wildlife habitat, ... travel corridor, ... or marine fisheries or other aquatic life. Oil and gas activities and the threat of oil spills in the Gulf of Maine would endanger commercial fishing, aquaculture, tourism, fish and wildlife habitat, and other coastal and ocean resources.

38 M.R.S. §1801(2); 12 M.R.S. §12801; 12 M.R.S. §6971; 38 M.R.S. §480-D(3)

Any instance where a project does not follow the terms and conditions of the NWPs, general conditions, and WQC/CZM conditions shall be assumed to constitute a WQC denial and a CZM objection and necessitate individual review under such authorities.

The State of Maine appreciates the opportunity to collaborate on this federal permitting streamlining effort. Please note that WQC issuance and CZM concurrence does not negate the need for any other state and/or local authorizations and coordination that may be required. Early coordination with project proponents is always recommended. For questions, please reach out to the following contacts:

DEP – WQCertification@maine.gov

LUPC – LUPC@maine.gov

MCP – CZM_FederalConsistency@maine.gov

Sincerely,



Robert Wood
Director of the Bureau of Land Resources
Department of Environmental Protection



Benjamin Godsoe
Acting Executive Director
Land Use Planning Commission



Jocelyn Runnebaum
Director
Maine Coastal Program

cc: Jessica Damon, DEP

Audie Arbo, LUPC

Tim Carr, LUPC

Erin Wilson, MCP

Maine Nationwide Permit Decision Table

Nationwide Permit	WQC	CZM
1. Aids to Navigation	Waive	Conditional
3. Maintenance	Conditional	Conditional
4. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities	Conditional	Conditional
5. Scientific Measurement Devices	Conditional	Conditional
6. Survey Activities	Conditional	Conditional
7. Outfall Structures and Associated Intake Structures	Conditional	Conditional
8. Oil and Gas Structures on the Outer Continental Shelf	Waive	Object
9. Structures in Fleeting and Anchorage Areas	Waive	Conditional
10. Mooring Buoys	Waive	Conditional
11. Temporary Recreational Structures	Waive	Conditional
12. Oil or Natural Gas Pipeline Activities	Conditional	Conditional
13. Bank Stabilization	Conditional	Conditional
14. Linear Transportation Projects	Conditional	Conditional
15. U.S. Coast Guard Approved Bridges	Conditional	Conditional
16. Return Water from Upland Confined Disposal Areas	Conditional	Conditional
17. Hydropower Projects	Conditional	Conditional
18. Minor Discharges	Conditional	Conditional
19. Minor Dredging	Conditional	Conditional
20. Response Operations for Oil or Hazardous Substances	Conditional	Conditional
22. Removal of Vessels	Conditional	Conditional
23. Approved Categorical Exclusions	Conditional	Conditional
27. Aquatic Ecosystem Restoration, Enhancement, and Establishment Activities	Conditional	Conditional
28. Modification of Existing Marinas	Waive	Conditional
29. Residential Developments	Conditional	Conditional
31. Maintenance of Existing Flood Control Facilities	Conditional	Conditional
32. Completed Enforcement Actions	Conditional	Conditional
33. Temporary Construction, Access, and Dewatering	Conditional	Conditional
34. Cranberry Production Activities	Conditional	Conditional
35. Maintenance Dredging of Existing Basins	Conditional	Conditional
36. Boat Ramps	Conditional	Conditional
37. Emergency Watershed Protection and Rehabilitation	Conditional	Conditional
38. Cleanup of Hazardous and Toxic Waste	Conditional	Conditional
39. Commercial and Institutional Developments	Conditional	Conditional
40. Agricultural Activities	Conditional	Conditional
41. Reshaping Existing Drainage and Irrigation Ditches	Conditional	Conditional
42. Recreational Facilities	Conditional	Conditional
43. Stormwater Management Facilities	Conditional	Conditional
44. Mining Activities	Conditional	Conditional
45. Repair of Uplands Damaged by Discrete Events	Deny	Object
46. Discharges in Ditches	Conditional	Conditional
48. Commercial Shellfish Mariculture Activities	Conditional	Conditional
51. Land-Based Renewable Energy Generation Facilities	Conditional	Conditional
52. Water-Based Renewable Energy Generation Pilot Projects	Conditional	Conditional
53. Removal of Low-Head Dams	Conditional	Conditional
54. Living Shorelines	Conditional	Conditional
55. Seaweed Mariculture Activities	Waive	Conditional
57. Electric Utility Line and Telecommunications Activities	Conditional	Conditional
58. Utility Line Activities for Water and Other Substances	Conditional	Conditional
59. Water Reclamation and Reuse Facilities	Conditional	Conditional
A. Activities to Improve Passage of Fish and Other Aquatic Organisms	Conditional	Conditional



REGION 1

BOSTON, MA 02109

December 18, 2025

Ms. Tammy Turley
Chief, Regulatory Division
U.S. Army Corps of Engineers
New England District
696 Virginia Road
Concord, MA 01742

Subject: Tribal Nations and Lands of Exclusive Federal Jurisdiction Water Quality Certification for the proposed 2026 Nationwide Permits

Dear Ms. Turley,

On June 18, 2025, EPA Region 1 received a request for water quality certification of the U.S. Army Corps of Engineers' (Corps) proposed 2026 Nationwide Permits (NWP) that may result in a discharge in waters of the United States within the Boundaries of an Indian Country or lands of exclusive federal jurisdiction (LEFJ) that are surrounded by the states of Maine, Massachusetts, Rhode Island, and Connecticut. In that notification, the Corps requested that EPA issue a Clean Water Act (CWA) Section 401 water quality certification for the NWP.

CWA section 401(a)(1) requires applicants for Federal permits and licenses that may result in discharges into waters of the United States to obtain certification that the discharge will comply with applicable provisions of the CWA, including sections 301, 302, 303, 306 and 307. The enclosed CWA section 401 water quality certification decision applies to Tribal Lands and LEFJ in relevant respects where EPA is the certifying authority.¹ EPA reviewed the draft NWP and applicable conditions and has determined that any discharge from activities authorized by the proposed NWP as certified will comply with water quality requirements, as defined at 40 CFR 121.1(n), subject to the applicable enclosed conditions pursuant to Section 401(d). For the water quality certification decision on NWP 45 on behalf of Federally recognized Tribes in Maine and LEFJ in Maine, EPA denies water quality certification. For work that proposes activities authorized under NWP 45 that may occur on Tribal lands in Maine or on LEFJ in Maine, an individual water quality certification will be required.

¹ 33 U.S.C. 1341(a)(1). Please contact EPA Region 1 for current information regarding the jurisdictions where this 401 certification decision applies at R1cwa401@epa.gov.



REGION 1

BOSTON, MA 02109

Please provide this certification to any project proponent (or their designated contractor) contacting the Corps with applicable projects that may be authorized under the NWP. If a project fails to meet the enclosed conditions, the applicant must contact EPA Region 1 at R1cwa401@epa.gov for a project-specific certification. This email may be used to submit pre-filing meeting requests, requests for certification, or for any certification-related questions.

EPA appreciates our long-standing partnership and coordination in implementing Section 401 of the CWA. If you have any questions, please contact Haley Miller at miller.haley@epa.gov or 617-918-1169.

Sincerely,

**ANDREA
TRAVIGLIA**

Digitally signed by ANDREA
TRAVIGLIA
Date: 2025.12.18 13:43:09
-05'00'

Andrea Traviglia
Acting Section Chief
Water Quality and Wetlands Protection
Section

Cc:

Roberta "Birdie" Budnik, Project Manager, Regulatory Division, U.S. Army Corps of Engineers New England District
Matthew Hanington, Tribal Program Coordinator, U.S. Environmental Protection Agency
Honorable Clarissa Sabattis, Chief, Houlton Band of Maliseet Indians
Honorable Sheila McCormack, Chief, Mi'kmaq Nation
Honorable Kirk Francis, Chief, Penobscot Indian Nation
Honorable William Nicholas, Chief, Passamaquoddy Tribe of Indians – Indian Township Reservation
Honorable Pos Bassett, Chief, Passamaquoddy Tribe of Indians – Pleasant Point Reservation
Honorable Cheryl Andrews-Maltas, Chairwoman, Wampanoag Tribe of Gay Head (Aquinnah)
Honorable Brian Weeden, Chairman, Mashpee Wampanoag Tribe
Honorable Anthony Dean Stanton, Chief Sachem, Narragansett Indian Tribe
Honorable James Gessner, Chairman, Mohegan Tribe
Honorable Rodney Butler, Chairman, Mashantucket Pequot Tribal Nation

U.S. Environmental Protection Agency Region 1's Clean Water Act Section 401 Certification of the 2026 Nationwide Permits for Tribal Lands and Acadia National Park in Maine

December 18, 2025

Clean Water Act (CWA) Section 401 requires applicants for Federal licenses or permits to conduct any activity which may result in any discharge into waters of the United States to obtain a certification or waiver from the certifying authority where the discharge originates or will originate. Where no state or Tribe has authority to give such certification, the U.S. Environmental Protection Agency is the certifying authority. 33 U.S.C. 1341(a)(1). In this case, the Wabanaki Tribal Nations in Maine (the Houlton Band of Maliseet Indians, the Passamaquoddy Tribe of Indians, the Passamaquoddy Tribe of Indians Pleasant Point Reservation, Penobscot Nation, and the Mi'kmaq Nation) do not have the authority to provide CWA Section 401 certification for projects within their respective Tribal lands. Therefore, EPA is making the certification decision for the 2026 Nationwide Permits in Indian Country in Maine to the extent that the State of Maine has no authority to issue such a certification for waters within the exterior boundaries of an Indian reservation. Additionally, the state of Maine does not have authority to provide CWA section 401 certification for projects within Acadia National Park, which is a land of exclusive federal jurisdiction (LEFJ) in relevant respects.¹ Therefore, EPA is making the certification decision for the 2026 Nationwide Permits in Acadia National Park.

Project Description

On June 18, 2025, the Corps proposed to reissue 56 NWP and 1 new NWP that would expire in March 2026. 90 FR 26100 (June 18, 2025). The purpose of the NWPs is to authorize categories of activities under CWA Section 404 and Section 10 of the Rivers and Harbors Act of 1899 that have no more than minimal individual and cumulative adverse environmental impacts. For more details see: <https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/Nationwide-Permits/>

¹ An inventory report compiled by the U.S. General Services Administration for federal properties as of 1962 identifies properties that may contain exclusive federal jurisdiction. This document is accessible at <https://www.congress.gov/116/meeting/house/110088/documents/HHRG-116-II13-20191017-SD044.pdf>. The EPA notes that this inventory report is not all-inclusive and that the information contained within it has not been recently confirmed and/or updated. Please contact EPA Region 1 at r1cwa401@epa.gov with questions regarding the jurisdictions where this certification decision applies.

The EPA's Public Notice Process

On June 18, 2025, the EPA received a request for certification from the project proponent. On July 8, 2025, the EPA issued a public notice regarding the proposed project and provided the opportunity for the public to submit comments until August 2, 2025. EPA received no public comments during the public notice period.

General Information

The general information provided in this section does not constitute a certification condition(s).

General Applicability

- The Corps did not request certification for NWPs 2, 8, 21, 24, 25, 30, 49, and 50, and as such, the certification process did not begin and EPA neither certified nor waived certification. Consequently, if any activity authorized by this NWP may result in a discharge into a water of the United States, on lands that EPA acts as the certifying authority, the Corps must seek CWA 401 certification from EPA.
- If a project proposal does not meet either the general or NWP-specific certification conditions, or if certification is denied for a specific NWP, the project proponent must request an individual certification from EPA Region 1.

Documentation Recommendations

- Project proponents for potential projects authorized under the NWPs should retain this certification in their files with the applicable NWPs as documentation of EPA's certification decisions for the above-referenced proposed NWPs. This certification is specifically associated with the proposed NWPs described above and expires when those NWPs expire, five years from Corps issuance date, or are otherwise superseded by subsequent reissuance if less than five years.
- Copies of this certification should be kept on the job site and made readily available for reference.

Contact Information

- The project proponents for potential projects authorized under an NWP are encouraged to contact EPA Region 1 during the project planning phase if there are any questions about relevant best management practices (e.g., bioengineering techniques, biodegradable erosion control measures, revegetation using native plant species, suitable fill materials, and disposal of debris/construction materials preventing runoff) and resources that can assist with compliance.
- Prior to work commencing, EPA recommends that project proponents notify the appropriate Tribal Environmental Office, if applicable.
- In the case of a spill, EPA recommends that the project proponent notify EPA Region 1 at 1-888-372-7341 within 8 hours from discovery. For emergency spills, EPA recommends that the project proponent contact the EPA's National Response Center at 1-800-424-8802 as well as the appropriate personnel identified in the project's Spill Prevention Control and Countermeasures, or similar plan, if applicable.
- If you have any questions regarding this certification, please contact r1cwa401@epa.gov.

Certification Decisions

Waiver of Certification

On behalf of the Wabanaki Tribal Nations in Maine and LEFJ in Maine, EPA Region 1 is expressly waiving its authority to act on the CWA § 401 request for certification for NWP 1, 9, 10, 11, 28 and 55.

Grants of Certification with Conditions

EPA is granting certification with conditions for NWPs # 3, 4, 5, 6, 7, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 27, 29, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 48, 51, 52, 53, 54, 57, 58, 59 and A. For NWPs that EPA grants certification with conditions, EPA has determined that the activity will comply with the applicable water quality requirements, including any limitation, standard, or other requirement under sections 301, 302, 303, 306, and 307 of the CWA; any Federal and state or Tribal laws or regulations implementing those sections; and any other water quality-related requirement of state or Tribal law, subject to the conditions listed under the NWPs below, pursuant to CWA Section 401(d).

Condition 1: Plan Development and Implementation for Projects that require Pre-Construction Notification (PCN)

Prior to construction for projects that require a PCN, the project proponent shall develop a plan that includes a copy of the PCN and the following information (if not already included in the PCN):

- Time stamped photo-documentation of the baseline conditions (*i.e.*, 50 feet upstream of the project area, within the project area, and 100 feet downstream of the project area).
- Identifies on a site map, as applicable:
 - Project site with all waters of the U.S. demarcated. Identify all locations where the project will cross jurisdictional waterbodies and identify the ordinary high-water mark and/or wetland boundaries; the planned work area where wetlands/aquatic resources will be removed, disturbed, and/or protected; buffer zones; and areas to be restored/reclaimed, as well as site access points and other approved work areas.
 - Staging areas and stockpiling of materials and equipment, including locations for containment booms and/or absorbent materials, and/or hazardous materials. Stockpiles (*e.g.*, sediment, soil, or other construction materials) shall be stored at least 50 feet from where it may enter waters of the U.S.
 - Construction access points.
 - Disturbance limits.
 - Locations where site dredging and placement of dredged material activities will occur.
 - Locations where dewatering activities will occur including as applicable locations of cofferdams, temporary berms, piling, and/or dikes.
 - Locations of undergrounding or directional drilling (including bore pits).
 - Locations where hazardous materials are stored. Identify where containment booms and/or absorbent materials are located for corrective action if needed. Hazardous materials shall be stored in leak-proof containers with appropriate secondary containment measures (*e.g.*, spill berms, dikes, spill containment pallets, absorbent materials).
 - Any silt/sediment fencing.

- Photo-reference sites. The project proponent shall indicate the directional view and location where photos were taken on the site map.
- A description of how the site will be restored to pre-construction conditions, as applicable, including measures that will be used to promote and maintain:
 - stream hydrology and stability.
 - aquatic resource composition.
 - diversity of native species existing on site and as introduced via restoration activities.
 - stability of soils.
 - establishment of vegetation at the same percent cover as pre-construction activities.
- The timeframe/schedule for revegetation following completion of construction. Revegetation should occur at the earliest practicable date following completion of construction. Drill seeding is the preferred method, where applicable.
- Non-native and invasive species shall not be used for restoration activities.
- Includes the following, as applicable:
 - Cofferdams, temporary berms, pilings, and/or dikes: Describe installation and maintenance practices for any cofferdams, temporary berms, pilings, and/or dikes.
 - Dredging: Describe how contaminated materials will be managed (*e.g.*, sediment testing data and information to identify whether sediments are clean or contaminated), if included in the project dredged area. Describe methods for minimizing dredging impacts (*i.e.*, sedimentation resuspension) in the water column.
 - Erosion and sediment control: Identify the types and locations of sediment and erosion control features that shall be used onsite, including sediment control fences, haybales, heavy mud mats, and/or other structures. Biodegradable blankets and/or loose-weave mesh shall be used for erosion control matting. If using velocity dissipation structures (*e.g.*, riprap aprons, check dams etc.), structures shall be constructed to include both peak flow rates and total stormwater volume, and provide protection from the erosive potential of high-velocity flows to minimize channel and streambank erosion and scour in the immediate vicinity of discharge points. The project proponent shall ensure all erosion and sediment control measures are in place prior to the onset of construction.
 - Bank stabilization and channel modification. If the project requires bank stabilization or stream channel modification, include pre-construction cross sections. If the project includes steep bank slopes of 3:1 or greater, include revetment cross sections. Bioengineering techniques suitable for steep slope disturbances are preferred (*e.g.*, vegetated toe, bioengineered boulder toe, etc.) Slopes of disturbed banks shall be designed and installed to not reduce the bottom width of the stream.
 - Dewatering: Work shall be completed in the dry unless coordinated with EPA Region 1. Describe methods for dewatering, including the equipment that would be used to conduct the dewatering activities. Identify the locations and timing, including length of time the area is to be dewatered. Explain removal method of the temporary structures and/or fill and what measures will be taken to minimize downstream turbidity and adaptive management measures that will be taken and employed to prevent the draining of waters of U.S., including wetlands.
 - Ditching and trenching: Explain ditching/trenching and material placement techniques and stabilization methods to be employed, as well as timing. In wetlands, the top 6 to 12 inches of

the ditch/trench shall be backfilled with topsoil from the trench, unless other techniques are approved. Include activity timing needs for ditching and stabilization.

- Undergrounding or directional drilling: Describe measures taken to prevent, contain and cleanup any inadvertent return of drilling fluid to the surface (i.e., “frac-outs”).
- Submit the plan to EPA Region 1 at r1cwa401@epa.gov at least 30 days prior to commencing construction activities.

During construction for projects that require a PCN, the project proponent shall:

- Visually inspect construction activities daily.
- Prevent sediment, debris, silt, sand, cement, concrete, oil or petroleum, organic materials, or other construction debris or wastes from entering waters of the U.S. The discharge of unset cement, concrete, grout, or water that has contacted uncured concrete or cement, or related washout to waters of the U.S. is prohibited.
- Maintain documentation onsite that all equipment was cleaned of dirt, mud, and other materials prior to arriving on the project site.
- Inspect all equipment daily and prior to entering any waters of the U.S. for oil, gas, diesel, anti-freeze, hydraulic fluid, and other petroleum leaks. If the project proponent detects a leak from any equipment, they shall immediately remove the equipment from waters of the U.S.; and within 24 hours of detection of a leak, repair the equipment in a staging area or move it offsite.
- Limit vegetation clearing and disturbance to waters. Limit the clearing and grubbing of vegetation and disturbance to areas demarcated on the site map submitted as part of the vegetation restoration and monitoring plan. The boundaries of vegetation to protect shall be flagged in the field prior to beginning construction activities.
- Limit restoration of the channel bed to pre-existing contours and conditions. Any proposed deviations must be specified in advance. For example, if any improvements will be made using natural channel design.
- Photo-document any failures or increased turbidity due to construction activities.
 - Within 24 hours of observing a failure or marked increase in turbidity associated with construction, the project proponent shall remedy and implement any additional adaptive management measures to stabilize the activity and prevent further unauthorized discharges into waters of the U.S. The project proponent shall photo-document the failure (*i.e.*, 50 feet upstream of failure, at the incident site, and at least 100 feet downstream of the failure) and the adaptive management measures taken immediately following implementation. The project proponent shall take remediation condition photos at the same location(s) and direction(s) as in the failure condition photos.
 - Within 48 hours of observing any failure, the project proponent shall provide EPA Region 1 with the required photo-documentation, and descriptions of all observed failures and implemented remedies.
 - Within three weeks of observing a failure, the project proponent shall provide EPA Region 1 with a description of the impacts and effectiveness of the employed adaptive management measures.
- Carry out as applicable:
 - Erosion control: Inspect sediment and erosion control measures daily during project implementation and within 12 hours of precipitation events. After construction is complete, remove sediment and erosion control structures once vegetation is established to the same

percent cover as pre-construction conditions, unless they are needed for long term stabilization purposes.

- Dewatering: Assess all dewatering measures within 24 hours after a severe storm event.

Post construction for projects that require a PCN, the project proponent shall, as applicable:

- Submit a post-construction report, as defined below, within 90 days of completing construction activity to EPA Region 1 at r1cwa401@epa.gov or, if the Corps requires a post-construction report for the project activity, the applicant may submit that report to EPA to fulfill this post-construction requirement. The project proponent shall include the following items in the post-construction report:
 - Construction dates.
 - As-built drawings.
 - Documentation of site restoration activities using photographs and any field data sheets showing that the site was restored to pre-existing conditions or better. Include photographs of the site restoration areas on a map.
 - Any water quality data gathered before, during, and post-construction and associated maps showing the sample locations.
 - A description of any adaptive management strategies that were employed during construction, with a focus on strategy effectiveness.
 - Details on the removal of any sediment and erosion control structures, unless they are needed for long term stabilization purposes.
 - Effectiveness of the plan developed and implemented as required under this condition, and recommendations to remedy any deficiencies in plan development and implementation where employed measures were ineffective.
- For activities that require dredging, submit a copy of the as-builts and a post dredged and disposal report within 45 days of each dredging or disposal event to EPA Region 1 at r1cwa401@epa.gov. The project proponent shall include the following items in the post-dredged and disposal report:
 - Dredging and disposal dates.
 - Updated site map displaying the disposal location(s).
 - Dredging and disposal volumes.
 - Water quality monitoring data.
 - Post-dredged bathymetry.
 - Updated site maps displaying any new ditches, spoil piles, widths, and depths.

Why this condition is necessary: This condition is necessary to minimize suspended particulates /turbidity caused by construction activities and is necessary to ensure water quality is not degraded by toxic pollutants in toxic amounts, including construction materials, oil, grease, gasoline, or other types of fluids used to operate and maintain equipment used to complete the project, or discharges from dust abatement activities as well as contaminants in dredged material. This condition also appropriately minimizes impacts from access roads, staging areas, and stockpiling to further ensure that construction activities will result in no more than minimal individual and cumulative adverse environmental effects. This condition will protect water quality because it ensures that the project proponent is using planning and construction practices that will maintain the integrity of the site hydrology and maintain the aquatic resource functions and values, and ensures that appropriate revegetation measures are used to re-establish riparian/wetland vegetation to minimize the adverse

impacts of discharges of sediment and pollutants that enter waterways. Limiting the amount of vegetation that is disturbed will minimize the adverse environmental impacts of any potential discharges. Monitoring for at least three growing seasons, or until replanted areas meet monitoring success criteria, will provide an adequate indication that the restoration effort is able to demonstrate restoration is successful.

The general conditions in the Corps' NWP package do not address concerns about resuspension and turbidity caused by construction and dredging activities, thereby justifying the inclusion of this condition. GC 32 only requires agency coordination in certain circumstances. Additionally, GC 11 (equipment), GC 12 (soil erosion and sediment controls), and GC 13 (removal of temporary structures and fills) provide some aquatic resource protections, but greater specificity is needed to determine what measures are suitable to comply with applicable water quality requirements.

Citations: 33 U.S.C. 1341(a)(4); 40 CFR 230.10(c)-(d); 40 CFR 230.10(d); 40 CFR 230.21(a); 40 CFR 230.70; 40 CFR 230.71; 40 CFR 230.72; 40 CFR 230.74; 40 CFR 230.75

Condition 2: Special Aquatic Resources

Projects or activities expected to have potential discharges into the below special aquatic resources areas on Tribal lands in Maine are not covered by this certification and applicants must request a project-specific CWA Section 401 certification from EPA Region 1 consistent with 40 CFR 121.5.

- **Wetlands classified as peatlands:** For the purposes of this condition, peatlands are permanently or seasonally waterlogged areas containing organic soils classified as a Histosol with a specific thickness of an accumulation of peat (i.e., organic matter) and include fens, bogs, and salt marshes.²
- **Natural Springs:** Within 100 feet of the water source in natural spring areas. For the purposes of this condition, a spring water source is defined as any location where there is flow emanating from a distinct point at any time during the growing season. Some examples of spring-fed wetlands are hanging gardens. Some examples of spring-fed headwater slopes are peat-accumulating wet meadows and fens. These resources may

² It is a general rule that a soil is classified as an organic soil (Histosol) if more than half of the upper 80 cm (32 inches) of the soil is organic or if organic soil material of any thickness rests on rock or on fragmental material having interstices filled with organic materials. Generally, organic soil materials have organic carbon content by weight of 12 percent or more. See the following for more information on what constitutes "organic soil material", limits between Histosols and soils of other orders, problematic hydric soils situations, and other indicators to identify peatlands: Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service. U.S. Department of Agriculture Handbook 436. <https://www.nrcs.usda.gov/resources/guides-and-instructions/soil-taxonomy>; United States Department of Agriculture, Natural Resources Conservation Service. 2025. Hydric soils of problematic conditions and altered materials, Version 1.0. <https://usace.contentdm.oclc.org/utis/getfile/collection/p266001coll1/id/11824>; United States Department of Agriculture, Natural Resources Conservation Service. 2024. Field Indicators of Hydric Soils in the United States, Version 9.0. <https://www.nrcs.usda.gov/sites/default/files/2024-09/Field-Indicators-of-Hydric-Soils.pdf>

be identified using U.S. Fish and Wildlife Service's online digital National Wetland Inventory maps³, or other aquatic resource mapping tools.

- **Riffle and Pool Complexes:** For the purposes of this condition, riffle and pool complexes are steep gradient sections of streams recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. Pools are characterized by a slower stream velocity, a steaming flow, a smooth surface, and a finer substrate.
- **State-listed Special Aquatic Resources:** For the purposes of this condition, State-listed aquatic resources are those aquatic habitats (rivers and streams, great ponds, freshwater wetlands and coastal wetlands) that are resources of state significance within Maine's Natural Resources Protection Act (NRPA), 38 M.R.S. §§480-A – 480-KK.

Why this condition is necessary: This condition is necessary to ensure a case-by-case review of any point source discharges into waters of the United States that are proposed in these specific aquatic resource site types which are inherently difficult to replace and have important ecological functions and values. Discharges into these systems have the potential to alter water circulation patterns and hydroperiods, release nutrients causing shifts in native to non-native species composition, release chemicals that adversely impact biota (plants and animals), increase turbidity levels, reduce light penetration and photosynthesis, or otherwise change the capacity of these systems to support aquatic life uses and other beneficial uses of these special aquatic sites, including impairing their diverse and unique communities of aquatic organisms, including fish, wildlife and the habitats upon which they depend. Project specific information is needed to ensure compliance with water quality requirements.

Citations: 40 C.F.R. 230.1(d); 40 C.F.R. 230.10(a)(3); 40 C.F.R. 230.10(c); 40 C.F.R. 230.10(d); 40 C.F.R. 230.20-24; 40 C.F.R. 230.21-22; 40 CFR 230.41; 40 C.F.R. 230.45; 40 C.F.R. 230.75(c); Subpart E of 40 CFR Part 230, 404(b)(1); Maine's Natural Resources Protection Act (NRPA), 38 M.R.S. §§480-A – 480-KK

Condition 3: Specific condition for NWP 7

Outfall design and placement shall include an appropriate energy dissipation structure (e.g., rip rap aprons) and shall be sized to prevent high pressure discharge. For intake structures, project proponents shall use an intake screen that reduces the size of aquatic organisms that can be entrained (e.g., a Johnson-type screen/intake), where feasible. Intake velocities shall not exceed 0.5 feet per second.⁴

Why this condition is necessary: This condition is necessary to ensure that outfall structures and intakes are constructed such that they provide localized erosion control at the point(s) of discharge while minimizing habitat degradation and assimilative capacity of the waterbody. Erosion from outfall

³ National Wetlands Inventory mapper can be found at <https://www.fws.gov/program/national-wetlands-inventory/wetlands-mapper>

⁴ Additional guidance on water intakes is available from the U.S. Fish and Wildlife Service: <https://www.fws.gov/sites/default/files/documents/water-intake-recommendations.pdf>

structures due to improperly designed and placed structures increases sedimentation that alters stream and wetland hydrology (e.g., scouring and deposition) and uncontrolled stormwater contaminants harm aquatic organisms and habitat. Impingement controls for intake structures reduce the size of aquatic organisms that can be entrained and minimize impacts to aquatic species.

Citations: 40 CFR 230.10(c)-(d); 40 CFR 230.30; 40 CFR 230.70; 40 CFR 230.73; 40 CFR 230.74; 40 CFR 230.75;

Condition 4: Specific Condition for NWP 13

For projects using gabions, the project proponent shall visually inspect and repair any damage to gabions and the gabion installation area after construction is completed at least once a year after spring flows.

Why this condition is necessary: This condition is necessary to reduce the individual and cumulative adverse environmental effects caused by hard bank stabilization structures on aquatic biodiversity, habitat, and aquatic resource functions and services. This condition is also necessary to minimize the potential for gabion failure and corresponding water quality impacts. Gabion failure leads to erosion and sediment release, which can significantly affect aquatic ecosystem diversity, productivity and stability, and can potentially release wire into the environment that can impact aquatic habitat. Rock released from damaged gabions can impact channel flow, which can interfere with aquatic habitat processes and infrastructure.

Citations: 40 CFR 230.10(c)-(d); 40 CFR 230.72; 40 CFR 230.74

Condition 5: Specific Condition for NWP 16

The project proponent shall provide EPA Region 1 with a description of the return water from the upland disposal area prior to discharge, including a description of the nature of the dredged material and a description of any contaminants present in the discharge. The project proponent shall also provide an analysis of how the return water may impact the physiochemical conditions of the receiving water prior to discharge, including a description of how the project proponent will ensure controls are in place to ensure compliance with applicable water quality requirements.

Why this condition is necessary: This condition is necessary to ensure any return water meets applicable water quality requirements and does not degrade receiving waters. Dredged material from industrial and urban areas, stormwater and agricultural runoff, as well as from areas of natural deposits of minerals and other natural substances, often contain contaminants from these sources and may have the potential to alter the chemistry of receiving waters, including but not limited to, nutrients, metals, organic carbon, and invasive species. To ensure that all appropriate and practicable measures to minimize harm to the aquatic ecosystem from contaminants are addressed, the project proponent should consider the unique nature of dredged material and the related contaminant pathway to understand the physicochemical conditions of each disposal site under consideration.

Citation: 40 CFR 230.10(b)-(d); 40 CFR 230.11; 40 CFR 230.12; 40 CFR 230.22; 40 CFR 230.31; 40 CFR 230.32; 40 CFR 230.61

Condition 6: Specific Condition for NWP 40

The project proponent shall ensure that any return water flows back into waters of the U.S. does not contain levels of toxic and priority pollutants in excess of effluent limitation guidelines established under Section 307 of the Clean Water Act.

Rationale: This condition is necessary to ensure that return water to waters of the U.S. meets water quality requirements. Agricultural runoff can degrade receiving waters due to contaminants, including toxic and priority pollutants that are subject to effluent limitations pursuant to Section 307 of the Clean Water Act. Project specific information is needed to consider the contaminants proposed for discharge and the aquatic environment at the proposed discharge site to ensure that all appropriate and practicable measures to minimize harm to the aquatic ecosystem are addressed.

Citations: 33 U.S.C. 1317(a)(1); 40 CFR 401.15; 40 CFR 230.10(c); 40 CFR 230.31; 40 CFR 230.32;

Denials of Certification

EPA is denying certification NWP 45.

NWP 45 – Repair of Uplands Damaged by Discrete Events.

This denial of certification applies to the water quality-related impacts from activities subject to NWP 45 that occur within Tribal lands and lands of exclusive federal jurisdiction surrounded by the State of Maine.

The State of Maine is denying certification for NWP 45 on the grounds that NWP 45 does not align with the Maine Department of Environmental Protection Chapter 310 Wetlands and Waterbodies Protection rules⁵. EPA is taking the same approach and denying certification for NWP 45. Applicable water quality requirements on federally recognized Tribal lands in Maine are currently set by the State of Maine⁶. Maine Department of Environmental Protection, Land Use Planning Commission, and Maine Coastal Program have denied water quality certification for the proposed NWP 45, and thus it would be incongruous and inconsistent for EPA to certify NWP 45 on Tribal lands, where Maine's state Water Quality Standards also currently apply, given that the State has determined it is denying certification for NWP 45.

⁵ Maine DEP Chapter 310 Wetlands and Waterbodies Protection rules clarify "a yard or other developed area may not be extended closer to the water as part of a shoreline stabilization project."

⁶ Letter from Curt Spalding, EPA Region 1 Administrator, to Patricia Aho, Maine DEP Commissioner (February 2, 2015) (referencing EPA's analysis of Maine's Water Quality Standards applied to waters of Indian lands in Maine). Maine Water Quality Standards are spread across multiple statutes and regulations. Maine's Water Classification Program can be found in Title 38 Chapter 3 of Maine Revised Statutes (MRS) Sections 464-470. For a complete list of statutes and regulations covering Maine's WQS, see EPA's website at: <https://www.epa.gov/wqs-tech/water-quality-standards-regulations-maine>. Additionally, EPA has promulgated certain federal standards applicable to Indian Lands in Maine, see 40 CFR 131.43, where the listed federal standards are more stringent than state standards.

Citations: 40CFR 131.43 Maine; Title 38 Chapter 3 of Maine Revised Statutes (MRS) Sections 464-470 Maine Land Use Districts and Standards 01-672 C.M.R. ch. 10 (Chapter 10), included by not limited to Sections 10.25(A), 10.25(P)(1)(b), 10.25(P)(1)(c), 10.25(T), and 10.27(F)(6). 38 M.R.S. §§ 480-A – 480-KK; 06-096 C.M.R. ch. 310; 01-672 C.M.R. ch. 10

Attachment: Tribal Environmental Office Points of Contact

Compiled by EPA Region 1

Updated 12/17/2025

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Mashantucket Pequot Tribal Nation	Michael Boland, mboland@mptn-nsn.gov



Environmental Summary Sheet

WIN: 22656.00

Date Submitted: 8/18/2026

Town: Frenchville-Fort Kent

CPD Team Leader: Danielle Tetreau

ENV Field Contact: Ryan Annis

NEPA Complete: Section 326 Categorical Exclusion (CE) 23 CFR 771.117.c.26 issued on 11/30/2023

Section 106

Review Complete: No Adverse Effect - SHPO Concurrence 5/24/2023

Section 106 Resources: See SP 105 for list of resources and requirements.

Section 4(f) and 6(f)

Section 4(f)

Review Complete - de minimis approved 6/2/2023

Section 6(f)

Review Complete - No properties, no takes

Section 7 – Endangered Species Act

Species of Concern: northern long-eared bat: Informal Consultation - not likely to adversely affect

Canada lynx: Informal consultation – no likely to adversely affect

Furbish's lousewort: no effect

**See SP 105 for Environmental Requirements.*

Essential Fish Habitat

Species of Concern: not applicable, no work in EFH proposed

Maine Department of Inland Fisheries and Wildlife

Not Applicable

Timing Window: Not Applicable

Maine Department of Agriculture, Conservation, and Forestry

Public Lands, Submerged Land Lease: Not Applicable

Maine Land Use Planning Commission: Not Applicable

Maine Department of Environmental Protection

NRPA Permit – L-100604 approved 6/24/2026

**See SP 105 for Environmental Requirements*

Army Corps of Engineers: Clean Water Act.

Nationwide Permit Verification - NAE-2026-00751 Approved

**See SP 105 for Environmental Requirements*

Stormwater Review

Review Complete

Hazardous Material Review

Review Complete - No concerns identified



Special Provisions Required

Standard Specification 656-Erosion Control Plan

N/A ☐

Applicable ☒

Standard Specification 105.8.8-Protected Species

N/A ☐

Applicable ☒

Special Provision 105-Environmental Requirements

N/A ☐

Applicable ☒

Special Provision 203-Dredge Spec

N/A ☐

Applicable ☒

Special Provision 203-Hazardous Waste

N/A ☒

Applicable ☐

Special Provision 656-Minor Soil Disturbance

N/A ☒

Applicable ☐

General Note for Hazardous Waste

N/A ☒

Applicable ☐

**All permits and approvals based on plans/scope as of: 11/1/2025*