

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 **Large Culvert Rehabilitations** in the town of **Alfred** & the city of **Biddeford**" 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 **September 9, 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, Paving**, 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 Nos. 2637600 & 2814800 WINs 026376.00 & 028418.00

Location: In York County,
WIN 026376.00 is located in Alfred on Route 202, 0.05 of a mile south of Brock Road.
WIN 028148.00 is located in Biddeford on Route 111, 0.05 of a mile west of Precourt Street.

Outline of Work: Large Culvert Rehabilitations 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 **Ryan Hodgman** 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 **\$10.00 (\$13.50 by mail)**. Half size plans **\$5.00 (\$7.25 by mail)**, Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

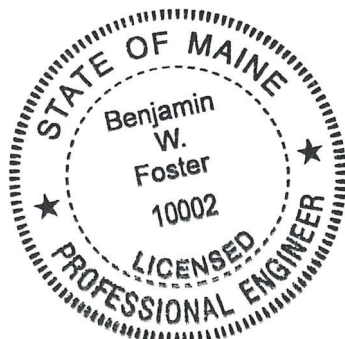
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of 5% of the bid amount, payable to Treasurer, 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
August 19, 2026



BENJAMIN W. FOSTER, P. E.
DEPUTY 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)

8/18/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 3

Proposal ID: 026376.00

Project(s): 026376.00, 028148.00

SECTION: 1 HIGHWAY ITEMS

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	203.33 SPECIAL FILL	5.000 CY				
0020	502.57 ANNULAR SPACE GROUTING	45.000 CY				
0030	509.205 GLASS REINFORCED PLASTIC (GRP) LINING SYSTEM ALFRED	LUMP SUM	LUMP	SUM		
0040	509.205 GLASS REINFORCED PLASTIC (GRP) LINING SYSTEM BIDDEFORD	LUMP SUM	LUMP	SUM		
0050	511.07 COFFERDAM: ALFRED DOWNSTREAM	LUMP SUM	LUMP	SUM		
0060	511.07 COFFERDAM: ALFRED UPSTREAM	LUMP SUM	LUMP	SUM		
0070	511.07 COFFERDAM: BIDDEFORD DOWNSTREAM	LUMP SUM	LUMP	SUM		
0080	511.07 COFFERDAM: BIDDEFORD UPSTREAM	LUMP SUM	LUMP	SUM		
0090	606.366 GUARDRAIL, REMOVE & RESET	125.000 LF				
0100	610.08 PLAIN RIPRAP	15.000 CY				
0110	610.212 STREAMBED ROCK FEATURES	15.000 CY				
0120	610.213 VOID FILLED RIPRAP	30.000 CY				

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Maine Department of Transportation

Proposal Schedule of Items

Page 2 of 3

Proposal ID: 026376.00

Project(s): 026376.00, 028148.00

SECTION: 1 HIGHWAY ITEMS

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	618.14 SEEDING METHOD NUMBER 2	2.000 UN				
0140	619.14 EROSION CONTROL MIX	50.000 CY				
0150	629.05 HAND LABOR, STRAIGHT TIME	20.000 HR				
0160	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	20.000 HR				
0170	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	20.000 HR				
0180	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	10.000 HR				
0190	652.33 DRUM	40.000 EA				
0200	652.34 CONE	120.000 EA				
0210	652.35 CONSTRUCTION SIGNS	460.000 SF				
0220	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP SUM				
0230	652.38 FLAGGER	240.000 HR				
0240	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	4.000 EA				

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Maine Department of Transportation

Proposal Schedule of Items

Page 3 of 3

Proposal ID: 026376.00

Project(s): 026376.00, 028148.00

SECTION: 1 HIGHWAY ITEMS

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
0250	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP	SUM	_____	_____
0260	659.10 MOBILIZATION	LUMP SUM	LUMP	SUM	_____	_____
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, WINs **026376.00 & 028148.00** for **Large Culvert Rehabilitations** in the town of **Alfred** & the city of **Biddeford**, County of **York**, 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 2, 2027**. 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: **WINs 026376.00 & 028148.00 for Large Culvert Rehabilitations in the town of Alfred & the city of Biddeford**, 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, WINs **026376.00 & 028148.00** for **Large Culvert Rehabilitations** in the town of **Alfred** & the city of **Biddeford**, County of **York**, 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 2, 2027**. 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: **WINs 026376.00 & 028148.00 for Large Culvert Rehabilitations in the town of Alfred & the city of Biddeford**, 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

(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: ME20260049 05/18/2026

State: Maine

Construction Types: Highway

Counties: Maine Counties of
York

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

SUME2014-044 06/23/2017

	Rates	Fringes
TRUCK DRIVER: DUMP TRUCK.....	\$ 19.99	4.00
TRAFFIC CONTROL: LABORER-CONES/ BARRICADES/BARRELS - SETTER/MOVER/SWEEPER.....	\$ 17.84	5.91
TRAFFIC CONTROL: FLAGGER.....	\$ 10.33	0.00
OPERATOR: ROLLER ASPHALT.....	\$ 19.64	6.09
OPERATOR: ROLLER (EARTH).....	\$ 16.52	1.66
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE).....	\$ 20.17	4.83
OPERATOR: MILLING MACHINE.....	\$ 27.44	6.37
OPERATOR: MECHANIC.....	\$ 24.71	7.83
OPERATOR: LOADER.....	\$ 18.91	3.27
OPERATOR: GRADER/BLADE.....	\$ 27.40	8.13
OPERATOR: BULLDOZER.....	\$ 21.71	5.67
OPERATOR: BROOM/SWEEPER.....	\$ 19.49	0.00
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....	\$ 23.66	0.97
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....	\$ 20.58	3.81
LABORER: WHEELMAN.....	\$ 20.97	5.13
LABORER: EPOXY INJECTOR (CONCRETE).....	\$ 13.43	1.15
LABORER: COMMON OR GENERAL.....	\$ 15.11	2.46

LABORER: ASPHALT, INCLUDES RAKER, SHOVELER, SPREADER AND DISTRIBUTOR.....	\$ 17.53	2.13
IRONWORKER, STRUCTURAL.....	\$ 22.78	4.40
IRONWORKER, REINFORCING.....	\$ 21.85	0.00
INSTALLER - GUARDRAIL.....	\$ 19.98	2.55
HIGHWAY/PARKING LOT STRIPING: LABORER.....	\$ 16.27	2.19
ELECTRICIAN.....	\$ 25.21	5.63
CEMENT MASON/CONCRETE FINISHER.....	\$ 19.83	1.16
CARPENTER, INCLUDES FORM WORK.....	\$ 18.66	3.46

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
 - a) a survey underlying a wage determination
 - b) an existing published wage determination
 - c) an initial WHD letter setting forth a position on a wage determination matter
 - d) an initial conformance (additional classification and rate) determination

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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** 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 Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications, is **NOT** required.

GENERAL INFORMATION

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

Utilities have been notified and will be furnished a project specification.

The Contractor shall give all Utilities **ten (10) working days' notice** prior to beginning **ANY** work on this project. In addition to the 10 working days' notice, the Contractor shall adhere to any specific notification periods stipulated in the utility summaries below.

Overview & Utility/Railroad Contact Information:

Utility/Railroad	Aerial	Subsurface	Contact Person	Contact Phone
Central Maine Power	X		Eric Fletcher	(207)329-4500
Charter Communications Inc.	X		Paul Girouard	(207)253-2252
Consolidated Communications	X		Michael McPherson	(207)217-7711
Firstlight	X		Jarrold Smith	(603)396-1100

Temporary utility and/or railroad adjustments are **NOT** anticipated. If any unexpected utility relocations become necessary, they shall be scheduled in accordance with Section 104 of the Standard Specifications and shall be performed by the appropriate utility company in conjunction with the work by the Contractor. Should the Contractor choose to have any poles temporarily relocated, all work shall be done at the Contractor's request and expense, with no additional cost or schedule impacts to the Department.

All adjustments are to be made by the respective utility and/or railroad unless otherwise specified herein.

Fire hydrants shall not be disturbed until all necessary work has been accomplished to provide proper fire protection.

***** Specific information regarding line voltage can be requested from Central Maine Power *****

AERIAL

Aerial utility adjustments are **NOT** anticipated at this time for the project. Though unexpected, if utility relocations become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the Utilities after the Contractor has finished their work.

Aerial utilities require **five (5) working days' notice** prior to any operations involving work around their lines.

PLEASE NOTE

Aerial utility lines are located near the culvert and OSHA aerial working clearances will need to be adhered to when using equipment around power lines. The contractor will be required to work around this line configuration and shall plan and conduct their work accordingly.

SUBSURFACE

There are **NO** subsurface utilities within this road project segment, therefore, utility adjustments are not anticipated in order to complete the scope of this project.

MAINTAINING UTILITY LOCATION MARKINGS

The Contractor will be responsible for maintaining the buried utility location markings following the initial locating 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.

SPECIAL PROVISIONS

SECTION 104

Utilities

UTILITY COORDINATION

The Contractor has primary responsibility for coordinating their work with Utilities **AFTER** 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 Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications, is **NOT** required.

GENERAL INFORMATION

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

Utilities have been notified and will be furnished a project specification.

The Contractor shall give all Utilities **ten (10) working days' notice** prior to beginning **ANY** work on this project. In addition to the 10 working days' notice, the Contractor shall adhere to any specific notification periods stipulated in the utility summaries below.

Overview & Utility/Railroad Contact Information:

Utility/Railroad	Aerial	Subsurface	Contact Person	Contact Phone
City of Biddeford		X	Tom Milligan	(207)590-2963
Central Maine Power	X		Eric Fletcher	(207)329-4500
Charter Communications Inc.	X		Paul Girouard	(207)253-2252
Consolidated Communications	X		Michael McPherson	(207)217-7711
Maine Water Company		X	Mickey Hall	(207)615-2518
Firstlight	X		Jarrod Smith	(603)396-1100
Unitil Corp.		X	Derick Giroux	(207)251-2533

Temporary utility and/or railroad adjustments are **NOT** anticipated. If any unexpected utility relocations become necessary, they shall be scheduled in accordance with Section 104 of the Standard Specifications and shall be performed by the appropriate utility company in conjunction with the work by the Contractor. Should the Contractor choose to have any poles temporarily relocated, all work shall be done at the Contractor's request and expense, with no additional cost or schedule impacts to the Department.

All adjustments are to be made by the respective utility and/or railroad unless otherwise specified herein.

Fire hydrants shall not be disturbed until all necessary work has been accomplished to provide proper fire protection.

***** Specific information regarding line voltage can be requested from Central Maine Power *****

AERIAL

Aerial utility adjustments are **NOT** anticipated at this time for the project. Though unexpected, if utility relocations become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the Utilities after the Contractor has finished their work.

Aerial utilities require **five (5) working days' notice** prior to any operations involving work around their lines.

PLEASE NOTE

Aerial utility lines are located near the culvert and OSHA aerial working clearances will need to be adhered to when using equipment around power lines. The contractor will be required to work around this line configuration and shall plan and conduct their work accordingly.

SUBSURFACE

City of Biddeford

City of Biddeford has a sewer force main within the project limits. **Impacts are not anticipated.**

Maine Water Company

Maine Water Company has a transmission water main within the project limits. **Impacts are not anticipated.**

Unitil Corp.

Unitil Corp. has a 6" HDPE gas main within the project limits. **Impacts are not anticipated.**

MAINTAINING UTILITY LOCATION MARKINGS

The Contractor will be responsible for maintaining the buried utility location markings following the initial locating 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

Town: **Biddeford**
Project: **028148.00**
Date: **July 13, 2026**

with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration.

**AGREEMENT REGARDING ENTRY AND WORK ON
MAINE TURNPIKE AUTHORITY LAND
BY MAINE DEPARTMENT OF TRANSPORTATION
AND IT'S CONTRACTORS**

Entry and Work by MaineDOT Contractors

Prior to any work or installation of any facility on Maine Turnpike Authority land, a Contractor working for the MaineDOT is required to file application with the Authority for a work permit as specified in a document titled "*Maine Turnpike Authority Application for Work Permit or License to Locate Facilities on MTA Land*", last revised August, 2022 and attached hereto and made a part hereof.

Entry and Work by MaineDOT Employees

Prior to any new work or installation of any facility on Maine Turnpike Authority land, an Employee working for the MaineDOT is required to follow rules as specified in a document titled "*Maine Turnpike Authority Work Permit*", last revised August, 2022 and attached hereto and made a part hereof. The MaineDOT is exempt from the paragraphs in said document: *Insurance and Bonding and Costs*.

In absence of a specific license of any existing or permanent installation on Maine Turnpike Authority land, the MaineDOT will provide notice to the Authority when self-performing maintenance on said installation. If a Contractor is hired to perform maintenance on the existing facility, the paragraph above titled "*Entry and Work by MaineDOT Contractors*" will apply.

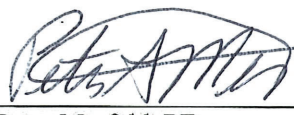
The MaineDOT will include language from the Maine Turnpike Authority February 17, 2023 Specifications, attached hereto and made part hereof, relating to the above within its contracts when work is to be performed in proximity to Maine Turnpike Authority lands.

MAINE DEPARTMENT OF TRANSPORTATION
Project Development



Signature 3/27/2023
Date

MAINE TURNPIKE AUTHORITY



Peter Merfeld, PE 3/27/23
Chief Operations Officer Date



Application Package – MTA Work Permit / License

This is Maine Turnpike Authority's Application for a Work Permit or License to Locate Facilities on MTA Land.

- A Work Permit is required for work on MTA property of a temporary nature where no permanent facility will be installed.
- A License is required for work on MTA property when a facility will be installed on MTA property which is designed to remain when the applicant's work is complete.

The requirements of the documents are very similar. The MTA will determine which document is appropriate given the nature of the application. Depending on the nature of the work, a contractor may be issued a work permit while the eventual owner / operator of the facility will be issued a license for the facility.

Please review the attached application and the requirements of the sample documents. Any questions on these requirements may be directed to Ben Bolduc of the MTA's Right of Way Department.

Submit application and all related materials to:

Ben Bolduc
Maine Turnpike Authority
Right of Way Department
2360 Congress Street
Portland, ME 04102
Tel: (207)871-7771 x355
Fax: (207)879-5567
BBolduc@maineturnpike.com



MAINE TURNPIKE AUTHORITY
APPLICATION FOR WORK PERMIT or LICENSE to LOCATE
FACILITIES on MTA LAND
(March, 2019 Revision)

APPLICANT _____

STREET ADDRESS _____

CITY, STATE, ZIP _____

MAILING ADDRESS _____

CONTACT _____ PHONE () _____

NAME OF PERSON TO EXECUTE ANY AGREEMENT _____

TITLE _____

TYPE OF FACILITY

☐ ELECTRICAL TRANSMISSION/DISTRIBUTION

☐ STORM DRAIN

☐ COMMUNICATION LINE

☐ SANITARY SEWER

☐ WATER DISTRIBUTION

☐ CABLE TV

OTHER(DESCRIBE) _____

TYPE OF INSTALLATION

☐ OVERHEAD - CLEARANCE _____

☐ SUBSURFACE

☐ SLEEVE, ATTACHMENT TO BRIDGE

☐ OTHER _____

LOCATION

ROAD _____

TOWN _____

BASELINE STATION OF TURNPIKE _____

DISTANCE TO NEAREST
ROAD, STREAM, OR TOWN LINE _____

THE FOLLOWING MATERIAL **MUST** BE SUBMITTED BEFORE THE MTA WILL REVIEW THIS APPLICATION.

1. A PLAN SHOWING THE LOCATION OF THE PROPOSED INSTALLATION, IF ANY
2. ENGINEERING DESIGN PLANS IN SUFFICIENT DETAIL FOR OUR ENGINEERING CONSULTANTS TO REVIEW THE PROPOSAL, INCLUDING TRAFFIC CONTROL PLANS
3. A PROPOSED SCHEDULE FOR THE WORK
4. DRAINAGE CALCULATIONS FOR STORMWATER DISCHARGE ONTO MAINE TURNPIKE AUTHORITY LAND, IF ANY
5. IF THE APPLICANT IS A CORPORATION, YOU MUST STATE THE CORPORATE ADDRESS AND STATE OF INCORPORATION.
6. DOCUMENTATION OF APPLICANT'S EXISTING GENERAL LIABILITY, AUTOMOBILE AND WORKERS' COMPENSATION INSURANCE
7. NON-REFUNDABLE APPLICATION FEE OF \$250 MADE PAYABLE TO THE MAINE TURNPIKE AUTHORITY. (THIS APPLICATION FEE DOES NOT APPLY TO NON-PROFITS OR MUNICIPALITIES).

The applicant acknowledges and agrees that the Applicant shall be responsible for all costs incurred by the Maine Turnpike Authority in connection with the review of this application, including, but not limited to, costs of reviewing any materials or documents submitted with the application; any field work done in connection therewith, and any engineering, survey, or legal fees associated therewith, whether or not the application is ever carried to a successful conclusion.

If, for any reason the Applicant fails to conclude or consummate necessary negotiations or actions, or fails to act within a reasonable period of time or withdraws, abandons, cancels or neglects the application, the Applicant shall pay, upon presentation of an invoice, the Maine Turnpike Authority, its agents or assigns all actual costs incurred by the Maine Turnpike Authority up to that date and time.

Date _____

By _____

Title _____

Office Use Only

Received:

By:

MAINE TURNPIKE AUTHORITY

WORKPERMIT / LICENSE

The **Maine Turnpike Authority** grants permission to _____ (Permittee) to enter upon the property of the Maine Turnpike in _____, Maine for the purpose of conducting the following work.

Description of Work (and/or plan reference):

All work shall be subject to the following conditions:

1. Approval of Plans: The MTA may require that Permittee supply it with plans & specifications of the proposed work prior to any entry onto MTA property. If required, Permittee shall not proceed with any work until said documents have been reviewed and approved in writing by the MTA.

Required _____ Not Required _____ Special (see below) _____

2. Dig Safe: If earthwork is a component of the work, proof of location of all utilities in the vicinity of the work must be obtained. Proof of utility location from DigSafe must be provided to the MTA and approved before any work will be allowed under this permit.

3. Entry onto Land: Permittee must provide the MTA with a work plan, including schedule, traffic control plan, and any other documentation requested by the MTA. This documentation must be provided at least two weeks in advance of any work on MTA property. The MTA must approve the documentation, and may decide to have an MTA Inspector present while the work is being completed. Restrictions may be imposed based on MTA operational considerations, including but not limited to time of day restrictions based on time of year and peak travel flow. Weekly schedule updates shall be provided by noon on Thursday for the

following Saturday to Sunday period. Permittee must notify the MTA Traffic Management Control Center (TMCC) (871-7701) each day regarding traffic control installed on the roadway, and must notify the TMCC each time any traffic control device is set up, dismantled, on relocated on the roadway or shoulder.

4. Indemnification: Permittee indemnifies and holds the MTA harmless from any liability or third party claims related to Permittee's presence on MTA land, regardless of Permittee's negligence or lack thereof. This includes all losses or expenses related to any third party claim, including attorney's fees, and specifically includes, but is not limited to, claims that are brought by employees or agents of Permittee. Nothing contained herein is intended to waive any defenses or immunities available to the MTA with respect to third parties including, but not limited to, the defenses and immunities provided under the Maine Tort Claims Act.

Any damages to MTA real or personal property caused by Permittee shall be repaired promptly by Permittee or the MTA shall undertake said repairs, in which case Permittee shall reimburse the MTA for all costs incurred.

5. Insurance & Bonding: Prior to any entry onto MTA land, Permittee will file with the MTA certificates of insurance evidencing general liability insurance, automobile insurance, and workers' compensation insurance with such limits as the MTA shall require, which in all cases shall be a minimum of one million dollars per occurrence. The amount required, if higher, shall be noted below. Permittee shall maintain this insurance coverage for so long as work continues on MTA property.

The MTA shall be covered as an Additional Insured under the general liability and automobile insurance policies. The workers' compensation policy shall include an endorsement waiving subrogation in favor of the MTA for all claims relating to work on MTA land. Copies of the endorsements providing this coverage and waiver of subrogation will be provided to the MTA along with the insurance certificates.

The MTA may require performance and/or payment bonds depending on the nature of Permittee's project. Bonding requirements, if any, will be noted below.

6. Maine Tort Claims Act: Any endorsement adding the MTA as Additional Insured shall include the following provision. An endorsement that does not contain said provision, including endorsements that generally provide additional insured status when required by contract, shall be interpreted as if it did:

"Without limiting in any way Insurer's obligation to defend, coverage under this policy for actions seeking tort damages pursuant to provisions of the Maine Tort Claims Act is governed by the immunities and limitations on damages contained in the Maine Tort Claims Act."

7. Costs: Permittee shall fully and promptly reimburse the MTA for any costs incurred by the MTA, including but not limited to the cost of personnel involved in reviewing Permittee's plans and specifications or supervising Permittee's work. There is a non-refundable application fee of \$250 made payable to the Maine Turnpike Authority for all applications (this application fee does not apply to non-profits or municipalities).

8. Safety & MTA Operations: Permittee must abide by all applicable laws and regulations pertaining to workplace safety, and must also comply with the requirements of the most current MTA Supplemental Specification for construction contracts (<http://www.maineturnpike.com/Projects/Construction-Contracts.aspx>).

Median openings shall not be used and U-Turns at toll plazas shall not be permitted. Traffic stoppages require MTA approval and must be conducted with participation of the Maine State Police. Shoulder and lane closure times on the turnpike must be approved in advance.

When the speed limit has been reduced to 45 mph due to weather or other conditions, Permittee must remove temporary traffic control devices, stop work, and return the roadway to passable condition. Permittee shall not be allowed to reestablish traffic control devices until speed is restored. During this time, Permittee will not be able to work adjacent to the turnpike unless the work area is protected by concrete barrier.

Permittee shall comply with all other specific instructions of MTA personnel and take all other steps required to avoid or minimize disruption to MTA operations.

9. Contacts: The following are the formal contact persons responsible for administration of this Work Permit. All material that Permittee is required to provide under this Permit must be provided to the MTA Contact listed below. When approval of the MTA is required under this permit, the MTA contact listed below is the only person authorized to grant said approval. Communications and direction addressed to Permittee's contact below will be binding upon Permittee.

MTA: _____

Address: 2360 Congress Street _____

Phone: _____

E-Mail: _____

Permittee: _____

Address: _____

Phone: _____

E-Mail: _____

10. Special Conditions or Requirements:

A. Work requiring a stoppage of traffic on the mainline will require Maine State Police and due to police staffing considerations work requiring a stoppage shall not be permitted unless a request for such work is submitted to the MTA two weeks in advance of the work.

B. The following day and time restrictions are in place for this Work *(but are subject to change at discretion of MTA)*:

Insert Other Special Conditions / Requirements:

11. Revocation: The MTA reserves the right to revoke this permit in the event of any breach of its conditions as well as for any reason whatsoever that, in the sole judgment of the Authority, warrants such a revocation.

Maine Turnpike Authority

Permittee

**Stephen R. Tartre, PE
Director of Engineering
Maine Turnpike Authority**

Name

Title

Company Name

The following Special Provision pertains to entry onto the Maine Turnpike Authority land by Contractors of the Maine Department of Transportation.

110.3.9 Administrative & General Provisions

A. Additional Insured

Each policy, with the exception of Workers' Compensation and Professional Liability Insurance, shall name the Authority as an additional named insured. The MaineDOT Contract Number shall be clearly stated on each policy. Contractor shall provide the Authority with adequate proof of its Additional Insured status, including but not necessarily limited to Certificates of Insurance and copies of Endorsements from the applicable policies evidencing the status of the Authority as Additional Insured.

B. Defense of Claims Each insurance policy shall include a provision requiring the carrier to investigate, defend, indemnify, and hold harmless all named insureds against any and all claims for death, bodily injury, or property damage, even if groundless.

C. Primary Insurance The insurance coverage provided by the Contractor shall be primary insurance with respect to Authority. Any insurance or self-insurance maintained by the Authority is in excess of the Agent's insurance and shall not contribute with it.

D. Reporting Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority.

E. Separate Application The insurance provided by the Contractor shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Nothing in this document constitutes a waiver of any defense, immunity or limitation of liability that may be available to the Department, or its officers, agents or employees under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 st. seq.), and shall not constitute a waiver of other privileges or immunities that may be available to the Authority.

105.5.1 General Requirements

Subsection is amended by the addition of the following:

Prior to any work or installation of any facility on Maine Turnpike Authority land, a Contractor (Permittee) working for the Maine Department of Transportation is required to file application with the Authority for a Work Permit. Contractor must abide by the Maine Turnpike Authority agreement with the Maine Department of Transportation regarding Entry

onto Maine Turnpike Authority Land by Contractors of the Maine Department of Transportation. All specific operational, safety, and environmental requirements of the Authority for a contractor will be followed.

The installation of construction signs on the Maine Turnpike shall be approved in advance by the Maine Turnpike Authority. The Contractor shall submit plans illustrating construction details and proposed locations. Signs shall be located behind guardrail or outside of the roadside recovery area or shall be installed on break away supports. In addition to Dig Safe process, the Contractor shall contact the Maine Turnpike Authority Dig Safe administrators to coordinate locating any MTA utilities through digsafe@maineturnpike.com. Notifications must be provided 10 business days in advance of submitting a Dig Safe ticket. Submit any maps and marked up plans showing where the excavation may occur and the Authority will locate their utilities. Any activity that requires ground disturbance will not be allowed on Turnpike property until 10 business days from initial notification.

This Subsection is amended by the addition of the following:

Change of Direction: The Contractor will not be permitted to reverse directions (U-turns) at the toll plazas or at interchanges. All vehicles must exit the turnpike prior to reversing directions.

The Contractor shall not use the median openings on the turnpike unless the opening is located within passing lane closures on both roadways. The Contractor will be assessed a fine every time any employee of the Contractor, Subcontractor or supplier is observed using a median opening by a Resident or turnpike employee anywhere on the Maine Turnpike throughout the duration of the Contract. The fine will be deducted from monies owed to the Contractor.

The fines will be levied on a per occurrence basis as follows:

<u>NUMBER OF OCCURRENCES</u>	<u>FINE</u>
First	\$250

For the second occurrence, and any occurrence thereafter, the fine is increased by \$100 per each occurrence. The number of occurrences is not specific to a Contract, an individual or a vehicle, but based solely on the number of times any employee of the Contractor, Subcontractor or supplier is observed using a median opening anywhere on the Maine Turnpike. The Contractor shall be notified in writing of the violation by the Authority.

107.4.2 Schedule of Work Required

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This Subsection is amended by the addition of the following:

The Contractor shall submit a schedule that shows all work on the Maine Turnpike that is anticipated for the following week. This schedule shall be transmitted to the Resident Engineer by noon Thursday of the preceding week and will show each day Sunday thru Saturday of the following week. The Resident Engineer shall transmit this information to the Maine Turnpike Authority. Any lane or shoulder closures are subject to approval by the Maine Turnpike Authority. Daily updates if there are changes shall be given to the Authority and any activity shall be reported to the Traffic Management & Communication Center (871-7701).

The Contractor shall submit a schedule that shows all work within 1500' of the toll plaza and all toll plaza lane closures that are anticipated for the following week. This schedule shall be transmitted to the Resident Engineer by noon Thursday of the preceding week. The Resident Engineer shall transmit this information to the Maine Turnpike Authority.

The following Subsections are added:

652.3.2 Responsibility of the Contractor

The Contractor shall ensure all jobsite personnel shall wear a safety vest labeled as ANSI 107-2004 standard performance for Class 3 risk exposures at all times. This requirement also applies to truck drivers and equipment operators when out of an enclosed cab.

652.3.3 Submittal of Traffic Control Plan

The Authority will review the TCP for completeness and conformity with Contract provisions, the current edition of the MUTCD, and Authority policy and procedures. The Authority will review and provide comments to the Contractor within 14 days of receipt of the TCP. No review or comment by the Authority, or any failure to review or comment, shall operate to absolve the contractor of its responsibility to design and implement the plan in accordance with the Contract, or to shift any responsibility to the Authority. If the TCP is determined by the Authority to be operationally ineffective, the Contractor shall submit modifications of the TCP to the Authority for review and shall implement these changes at no additional cost to the Contract. Nothing in this Section shall negate the Contractor's obligations set forth in Section 110 - Indemnification, Bonding, and Insurance.

Section 652.3.4 General

Prior to starting any work on any part of the project adjacent to or being used by the traveling public, the Contractor shall install the appropriate traffic control devices in accordance with the plans, specifications and the latest edition of Manual of Uniform Traffic Control Devices, Part VI. The Contractor shall continuously maintain the traffic control devices in their proper position, and they shall be kept clean, legible and in good repair throughout the duration of the work. If notified that the traffic control devices are not in place or not properly maintained, the Contractor may be ordered to immediately suspend work until all deficiencies are corrected.

All signs shall be new, or in like new condition and maintained in like new condition throughout the project duration. Signs shall be cleaned just prior to installation and throughout the project utilizing a method that will not damage the reflective sign sheeting.

All cones utilized on the project shall be new or in like new condition and shall have a consistent design/appearance.

All drums utilized on the project shall be new or in like new condition and shall have a consistent design/appearance.

No equipment or vehicles of the Contractor, their subcontractors, or employees engaged in work on this contract shall be parked or stopped on lanes carrying traffic, or on lanes or shoulders adjacent to lanes carrying traffic, at any time, except as required by ongoing work operations. Contractor equipment or vehicles shall never be used to stop, block, or channelize traffic.

Vehicles parked on the shoulder shall be located so all portions of the vehicle(s) are a minimum of one foot from the traveled way. No operation shall be conducted on or near the traveled lanes or shoulders without first setting up the proper lane closure and traffic control devices. These precautions shall be maintained at all times while this Work is being performed. The Contractor shall keep all paved areas of the highway as clear as possible at all times. No materials shall be stored on any paved area of the highway or within 30 feet of the traveled way (unless protected by concrete barriers and specifically approved by the Resident). Private vehicles owned by Contractor's employees shall be parked close together in a group no closer than 30 feet from the traveled way in pre-approved areas.

General

Two travel lanes in each direction (each direction being 24 feet wide including/excluding shoulder) in the two lane portion of the turnpike, and three travel lanes in each direction (each direction being 36 feet wide including/excluding shoulder) in the three lane portion of the turnpike (Mile 0.0 to mile 44.3) shall be maintained at all times except while performing work in a designated lane, directly over or adjacent to traffic, and during the placement and removal of traffic control devices.

Unless otherwise specified in the contract documents the minimum main line width for a single travel lane shall be 14 ft and minimum ramp widths of 16 ft which must be maintained at all times, from ½ hour before sunrise and ½ hour after sunset as indicated on the Sunrise/Sunset Table at: <http://www.sunrisesunset.com/usa/Maine.asp>. If the Project town is not listed, the closest town on the list will be used as agreed at the Preconstruction Meeting.

Shoulder closures, lane closures, and lane shifts meeting the MUTCD guidelines, other than those shown in the plans, must be submitted for approval from the MTA prior to use in the construction operations.

No lane closures will be allowed during non-working hours, weekends and/or holiday periods unless included in the Contract as long-term traffic control requirement as outlined in Section 652 – Specific Project Maintenance of Traffic Requirements **unless written permission is obtained from the Authority**

The Contractor's personnel and equipment shall avoid crossing traffic whenever possible. No Contractor's vehicle may slow down or stop in a traffic lane unless said lane has previously been made safe with signs and barricades as required by the Resident.

No vehicle will move onto the traveled way at such a time or in such a manner so as to cause undue concern or danger to traffic approaching from either direction. The Contractor or his employees are not empowered to stop traffic.

The Contractor shall take necessary care at all times, in all operations and use of his equipment, to protect and facilitate traffic. During periods of idleness, the equipment shall not be left in a way to obstruct the traffic artery or to interfere with traffic.

The Contractor shall furnish approved signs reading “Construction Vehicle - Keep Back” to be used on trucks hauling to the Project. The signs shall be a minimum of 30-inch by 60-inch, Black and Orange, and meet construction sign retro reflectivity requirements

All vehicles used on the Project shall be equipped with amber flashing lights, by means of a single or multiple, flashing LED or strobe lights mounted so as to be visible 360 degrees. **In addition, vehicles operating under direction of the Maine Turnpike Authority may be equipped with auxiliary lights that are green, white or amber or any combination of green, white or amber.** Auxiliary lighting shall have sufficient intensity to be visible at 500 feet in normal daylight and a flash rate between 1Hz and 4Hz. The vehicle flashing system shall be in continuous operation while the vehicle is on any part of the project and positioned or mounted in such a way to not be obstructed by vehicle mounted or other equipment. Dump trucks, **concrete trucks** and utility trucks **at a minimum** shall have a strobe light mounted on each side of the vehicle.

The use of motorcycles is not permitted within a construction site or as a means to arrive at or leave a work zone.

All work within 1500' of the toll plaza shall be coordinated with the Maine Turnpike Authority. Night work may be required to accommodate Turnpike operations. This work is required to be shown on the proposed schedule as noted in Section 107.4.2. The Engineer shall be responsible for coordinating the activities with the Maine Turnpike on site toll supervisor or his designee immediately prior to the operations. Restrictions in contractor operations may be required by the Maine Turnpike Authority.

Loading/unloading trucks shall not be closer than six feet from an open travel lane when being loaded or unloaded within the work zone. Temporary lane closures will only be allowed at the times outlined in Special Provision, Section 652, Specific Project Maintenance of Traffic Requirements or as contained within the Work Permit being issued by the Authority. These hours may be adjusted based on the traffic volume each day by the Resident and approved by the Authority.

Lane and/or ramp closure setup may not begin until the beginning time specified. Closures that are setup early or that remain in place outside of the approved time period shall be subject to a lane rental fee of **\$1,000** per five minutes for every five minutes outside of the approved time. The installation of the construction signs will be considered setting up the lane closure. Removal of the last construction sign will be considered removal of the closure. Construction signs shall be installed immediately prior to the start of the closure and shall be promptly removed when no longer required. The installation and removal of a closure, including signs, channelizing devices, and arrow boards shall be a continuous operation. The Authority reserves the right to order the removal of an approved closure.

During adverse weather condition when the speed limit on the Maine Turnpike has been reduced to 45 MPH, or during fog or when there is less than ½ mile of visibility, shoulder/lane closures cannot be set up and any currently in place shall be removed. Only work on the turnpike mainline that is behind temporary concrete barrier will be allowed when speed is reduced to 45 MPH or fog/visibility conditions exist.

Equipment Moves

The complete stoppage of traffic for an equipment move (including delivery of materials to the median) will be considered for approval if the action cannot reasonably be completed with the erection of a lane closure. Contractor shall be responsible for the installation of Signs CS-3, "Expect Stopped Traffic" and Signs W3-4 "Be Prepared to Stop", in accordance with the Single Lane Closure Detail immediately prior to the equipment move. **Signs will be required on any adjacent ramps within proximity to the stoppage.** These signs shall be covered when not applicable.

State Police will be used to stop traffic. Cost for State Police will be the responsibility of the Authority. The times requested for trooper assisted equipment moves by on-duty troopers cannot be guaranteed. The MTA will not be held responsible for any delays or costs associated with the delay, postponement or cancellation of an on-duty trooper assisted equipment move.

The maximum time for which traffic may be stopped and held for an equipment move at any single time shall be five (5) minutes. The duration shall be measured as the time between the time the last car passes the Resident until the time the Resident determines that all travel lanes are clear. The traffic shall only be stopped for the minimum period of time required to complete the approved activity. The Contractor shall reimburse the Authority at a rate of \$500 per minute for each minute in excess of the five-minute allowance.

Unapproved movement of equipment or materials across the travel lanes shall be considered a violation of the Maintenance of Traffic Requirements and is subject to a minimum fine of \$500 per occurrence with an additional \$500 per minute thereafter.

Request for Complete Stoppage of Traffic

A request for a complete stoppage of traffic must be submitted to the Resident for approval. The Resident is required to receive approval from the Maine Turnpike Authority for all stoppages. The request shall be submitted to the Authority by the Resident at least five (5) working days prior to the day of the requested stoppage of traffic and two (2) days for a stoppage less than five minutes. All requests must be received by 12:00 p.m. noon to be considered as received on that day. Requests received after 12:00 p.m. shall be considered as received the following day. The Contractor shall plan the work accordingly.

652.4 Flaggers

The Contractor shall furnish flaggers as required by contract documents or as otherwise specified by the Resident. **Flaggers shall not stop traffic on Turnpike mainline or interchange ramps. Only State Police are allowed to stop traffic on mainline or interchange ramps.**

SPECIAL PROVISION 105
CONSTRUCTION AREA

Construction Areas located in the Town of Alfred 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 York County:

Project 026376.00 is located in the town of Alfred on Route 202, 0.05 of a mile south of Brock Road.

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 Town of Alfred 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 105
CONSTRUCTION AREA

Construction Areas located in the City of Biddeford 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 York County:

Project 028148.00 is located in the city of Biddeford on Route 111, 0.05 of a mile west of Precourt Street.

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 City of Biddeford 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 city 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. Northern long-eared bats are known to be present within the action area. To limit adverse effects to the species, the following avoidance and minimization measures must be implemented (see consultation documents attached below):
1. Contact Justin Sweitzer, Regional Coordinator, MaineDOT Environmental Office (207-441-0651), justin.l.sweitzer@maine.gov at least 2 days prior to any tree trimming/removal.
 2. Tree clearing is not allowed during the pup season (June 1 – August 15), this is a time of year clearing restriction.
 - a. ***Tree clearing is allowed between August 16 and May 31 of any year.***
 3. Ensure all operators, employees, and subcontractors working in areas of Indiana bat, NLEB, or TCB suitable habitat are aware of all Transportation Agency environmental commitments, including all applicable AMMs.
 4. Direct all temporary lighting away from forested habitats during the active season of April 15 to October 31.
- II. Work within stream (“In Stream Work,” see MaineDOT Standard Specifications 101.2 Definitions) requires special conditions to minimize impacts. The following special conditions shall apply to this project:
1. In Stream Work applies to large culvert LG_CUL-46513 located in Alfred on Route 202 at GPS coordinates N 43.51072, E -70.71679
 2. In stream work shall not be allowed between the dates of October 2 and May 31, this is a time of year work restriction.
 - a. ***In Stream Work shall be allowed between June 1 and October 1.***
 3. Conditions for presence of standing or flowing water at the above-identified In Stream culvert:
 - a. If standing or flowing water is present at the above-identified In Stream large culvert, In Stream Work shall be conducted within a cofferdam constructed in adherence with the Contractor’s approved SEWPCP for this project.
 - b. The contractor shall fully remove all cofferdams from the stream immediately following completion of in-stream work using techniques to minimize turbidity releases. The contractor shall restore all areas of temporary stream bottom disturbance to their original contour and character upon completion of the project.
 - c. No work shall be allowed that completely blocks a river, stream or brook without providing downstream flow.
 - d. All in-water excavation including excavation to place rip rap shall be conducted within a sealed cofferdam.
 - e. 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.

- f. 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.
- 4. The Contractor shall contact Justin Sweitzer, Regional Coordinator, MaineDOT Environmental Office (207-441-0651), justin.l.sweitzer@maine.gov at least two weeks prior to installation of cofferdams to coordinate fish evacuation. Fish evacuation includes electrofishing.

III. Special Conditions for work in protected resources:

- a. Special Conditions of the U.S. Army Corps of Engineers (Corps) PCN Permit #NAE-2026-00867 (see the permit in contract documents)
- b. 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).
- c. All areas of disturbed soil shall be mulched and seeded with an approved native or non-invasive 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
- d. Grubbing (removal) of roots and stumps shall only occur in those areas subject to permanent impacts.
- e. 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.
- f. 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.
- g. Permanent rip rap placed in the stream below the bank full elevation (Q1) shall be void-filled (CSM, SP 610 – Void-Filled Rip-rap).
- h. All rip rap placed outside of a cofferdam shall be cleaned prior to installation.

IV. Special Conditions:

- 1. Special conditions of the U.S. Army Corps of Engineers (Corps) PCN permit # NAE-2026-00867 shall apply to this project (see permit and conditions in contract documents).
- 2. 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 effects to Atlantic salmon. 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).
- 3. 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 Justin Sweitzer, Regional Coordinator, MaineDOT Environmental Office (207-441-0651), justin.l.sweitzer@maine.gov.

V. Approvals:

1. Temporary Soil Erosion and Water Pollution Control Plan (SEWPCP)
2. Permitted Resource Impacts, see Corps permit # NAE-2026-00867 for locations:

	Permanent (SF)	Temporary (SF)
Wetland	0	0
Stream (RUS)	285	408

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 shall not be guaranteed and may result in delays in construction schedule that shall be the sole responsibility of the contractor.

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

- I. Work within stream (“In Stream Work,” see MaineDOT Standard Specifications 101.2 Definitions) requires special conditions to minimize impacts. The following special conditions shall apply to this project:
1. Culvert 1088540: Located approximately 200-feet west of the intersection of Rt. 111 and the Biddeford Connector in the Town of Biddeford at GPS coordinates 43.477688, - 70.497107.
 2. In stream work shall not be allowed between the dates of October 1 and May 31, this is a time of year work restriction.
 - a. ***In Stream Work shall be allowed between June 1 and September 30.***
 3. Conditions for presence of standing or flowing water at the above-identified In Stream culvert:
 - a. If standing or flowing water is present at the above-identified In Stream large culvert, In Stream Work shall be conducted within a cofferdam constructed in adherence with the Contractor’s approved SEWPCP for this project.
 - b. The contractor shall fully remove all cofferdams from the stream immediately following completion of in-stream work using techniques to minimize turbidity releases. The contractor shall restore all areas of temporary stream bottom disturbance to their original contour and character upon completion of the project.
 - c. No work shall be allowed that completely blocks a river, stream or brook without providing downstream flow.
 - d. All in-water excavation including excavation to place rip rap shall be conducted within a sealed cofferdam.
 - e. 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.
 - f. 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.
 4. The Contractor shall contact Justin Sweitzer, Regional Coordinator, MaineDOT Environmental Office (207-441-0651), justin.l.sweitzer@maine.gov at least two weeks prior to installation of cofferdams to coordinate fish evacuation. Fish evacuation includes electrofishing.
- II. Special Conditions for work in protected resources:
- a. Special Conditions of the U.S. Army Corps of Engineers (Corps) PCN Permit # NAE-2026-00881 (see the permit in contract documents)
 - b. 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).
 - c. All areas of disturbed soil shall be mulched and seeded with an approved native or non-invasive 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

- d. Grubbing (removal) of roots and stumps shall only occur in those areas subject to permanent impacts.
- e. 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.
- f. All pumps and generators required for instream 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.
- g. Permanent rip rap placed in the stream below the bank full elevation (Q1) shall be void-filled (CSM, SP 610 – Void-Filled Rip-rap).
- h. All rip rap placed outside of a cofferdam shall be cleaned prior to installation.

III. Special Conditions:

1. Special conditions of the U.S. Army Corps of Engineers (Corps) PCN permit # NAE-2026-00881 shall apply to this project (see permit and conditions in contract documents).
2. 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 effects to Atlantic salmon. 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).
3. 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. Temporary Soil Erosion and Water Pollution Control Plan (SEWPCP)
2. Permitted Resource Impacts, see Corps permit # NAE-2026-00881 for locations:

	Permanent (SF)	Temporary (SF)
Wetland	0	320
Stream (RUS)	875	1,608

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 shall not be guaranteed and may result in delays in construction schedule that shall be the sole responsibility of the contractor.

SPECIAL PROVISION
SECTION 105
General Scope of Work
(Limitations of Operations)

1. The Contractor shall plan operations so that the Resident will have sufficient advance notification to provide the necessary inspection and testing. Sufficient notification is considered 48 hours.
2. Where the roadway width allows, the Contractor shall maintain two-way traffic utilizing lane shifts.
3. **WIN 28148.00:**
 - The Contractor shall coordinate most of the work utilizing a westbound shoulder closure. If a single lane closure is necessary, the Contractor shall only close a single eastbound and/or westbound lane while maintaining through traffic.
 - Single lane closures are allowed between 9:00 AM and 3:00 PM Monday through Thursday and shall not exceed a maximum of 500 feet in length.
 - The Contractor shall inform Biddeford-Saco-Old Orchard Beach (BSOOB) Transit of all interruptions to bus schedules and limited access to service areas caused by the Contractor a minimum of two weeks prior to each scheduled occurrence. Access to service areas includes bus access along scheduled routes, as well as safe pedestrian access to and from bus stop locations. A 24-hour notice is required for changes to and verification of all interruptions and/or limitations to BSOOB operations. Failure to comply will be a traffic control violation.
4. Pedestrian and bicycle traffic shall be maintained at all times.

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.

Alfred, Biddeford
26376.00, 28148.00
Route 202, Route 111
May 11, 2026

SPECIAL PROVISION

SECTION 107

Prosecution and Progress
(Contract Time)

1. The Contractor will be allowed to commence work anytime on or after all required plans/submittals have been received and approved by MaineDOT.
2. A 48-hour notice will be required for any changes in the work schedule.
3. The completion date for this contract is **October 2, 2027**.

Alfred, Biddeford
26376.00, 28148.00
Route 202, Route 111
July 2, 2026

SPECIAL PROVISION
SECTION 107
Prosecution and Progress
(Contract Time)

1. The Contractor shall stop all work and have all lanes open and in safe operating condition to traffic on the following dates:
 - a. Memorial Day is May 31, 2027, operations shall cease on May 28, 2027 at 3:00 P.M. and may resume on June 1, 2027 at 6:00 A.M.
 - b. All operations shall cease on July 2, 2027 at 3:00 P.M. and may resume on July 5, 2027 at 6:00 A.M.
 - c. Labor Day is September 6, 2027, operations shall cease on September 3, 2027 at 3:00 P.M. and may resume on September 7, 2027 at 6:00 A.M.

SPECIAL PROVISION
SECTION 203
(Special Fill - Streambed Material)

The following is added to Standard Specification Section 203.

203.01 Description This work shall consist of furnishing and placing stone and granular material inside and/or adjacent to a culvert or bridge to form a nature-like streambed. The mixture is referred to as special fill.

203.02 Materials Special fill shall be a dense well-graded mix of bank run materials that are similar in size and shape to the materials found in reference sections of the stream channel and that meet the requirements listed below.

Material for special fill shall be obtained from earth borrow pits and may be available from existing stockpiles or may require a blend of screenings (tailings) and aggregate. Unwashed stone and stone with naturally fractured faces will be allowed.

Existing streambed material excavated in accordance with Special Provision Section 203, Excavation and Embankment - Dredge Materials that meets the requirements may be salvaged and used to meet the mix requirements, or as filler material with the approval of the Resident.

Materials for special fill shall conform to the following requirements:

a. 9-inch cobble - shall be a well graded mix of subangular to subrounded stones with a maximum size of 9 inches and a minimum size of 1 inch average dimension. Approximately one-third of the stones by volume shall have an average dimension greater than 5 inches.

b. Streambed Gravel - shall be well graded bank run or screened gravel similar to a Type D gravel (section 703.06), except that the part that passes a 3-inch sieve shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
½ inch	35 – 80
¼ inch	25 – 65
No. 40	5.0 – 30
No. 200	2.0 – 8

Alternatively, Streambed gravel may be a well graded bank run gravel meeting the requirements of Section 703.06 – Type D aggregate for subbase gravel, except that the part passing the no. 200 sieve shall be a minimum of 2 percent.

c. Filler material - shall consist of Streambed Gravel (203.02(e.)), dredge material, or other suitable materials approved by the Resident.

d. Mix Proportions - Special fill shall be mixed in the proportions:

(3 parts 9-inch cobble) : (2 parts Streambed Gravel)

With 50% of the mix greater than 1.5 – 2-inches

Mix proportions and material gradations are approximate and may be adjusted by the Resident to make a dense well-graded mix with enough stone for stability, and gravel and fines to fill voids and to keep water on the surface of the streambed. Special fill shall conform to the requirements at the time it is placed.

e. Testing and Inspection At least 10 working days prior to the start of stream channel construction the Contractor shall identify the source and proposed materials for inspection and shall furnish to the Resident a copy of gradation test results from a certified laboratory for the streambed gravel portion of the mix. The Department may obtain samples of the streambed gravel for Process Control prior to placement.

The grading of stone shall be determined by the Resident in accordance with the Standard Specifications, Section 610.032.d Inspection

Acceptance will be based on the test results and visual inspection by the Resident.

203.03 Construction Requirements

1. Place special fill by machine or by hand as necessary to achieve the specified channel shape and thickness as shown on the plans.

2. Place special fill in two well-mixed layers without pockets of either fine or coarse material. Larger stones may protrude above the average surface and shall be firmly embedded in the mix.

3. Special fill shall be machine tamped and thoroughly washed-in with water immediately after placement of each layer. After the initial washing-in, place additional stones on soft areas of the streambed, tamp and wash-in until firm. Place filler material as needed to fill remaining voids. Wash-in until water remains on the surface with minimal infiltration. After washing-in, the minimum thickness of special fill shall be as called for on the plans with an allowable surcharge of up to 3 inches above the design grade.

4. The Contractor shall give the Resident sufficient time to review and approve the compaction and washing-in of the first layer of special fill before placing the uppermost layer of special fill and any banklines, rock bands and/or feature rocks.

5. Mechanical methods of compaction may be used with the approval of the Resident. If the Contractor uses mechanical methods the void-filling and washing-in requirements shall still apply.

6. Prior to cofferdam removal and exposure to natural flow conditions the special fill shall be thoroughly wetted and compacted with voids filled, and the streambed dimensions and surface reviewed and approved by the Resident.

203.05 Method of Measurement Special fill will be measured in place by the cubic yard.

203.06 Basis of Payment The accepted quantity of special fill will be paid for at the contract price per cubic yard complete in place. Payment shall be full compensation for furnishing all materials, equipment, and labor and washing-in with water.

<u>Pay Item</u>	<u>Pay Unit</u>
203.33 Special Fill – Streambed Material	CY

SPECIAL PROVISION
SECTION 502
ANNULAR SPACE GROUTING

502.01 Description This work shall consist of providing and placing non-shrink grout as described below. The annular space (void between the host and liner pipes) shall be completely grouted to support the liner and provide long-term stability. The Contractor shall provide testing of the materials and methods for compliance with the following requirements. Prior to any work the Contractor shall furnish an acceptable plan for performing and testing the grouting.

502.02 Preparation After slip liner installation but prior to grouting, bulk heading of the ends and venting shall be constructed.

After bulk heading of the ends and venting, test the integrity of the installed liner pipe and constructed bulkheads for any leaks.

502.021 Planned Vents The Contractor shall submit shop drawings or indicate in the installation plan the proposed number and location of vents relative to pipe diameter and stiffness for the grouting operations.

502.03 Materials The grout material shall consist of portland cement (Portland cement and fly ash) and/or additives as described in the following Subsections of Division 700 - Materials:

Portland Cement	701.01
Water	701.02
Air-Entraining Admixtures	701.03
Fine Aggregate	701.01
Fly Ash	701.10 Type F or C
Chemical Admixtures	701.04
Accelerating Admixtures	AASHTO M-194 Type "C"

502.031 Compressive Strength The grout shall have a minimum penetration resistance of 100 psi in 24 hours when tested in accordance with ASTM C403 and a minimum compressive strength of 500 psi in 28 days when tested in accordance with ASTM C495 or C109.

502.032 Performance Requirements The Contractor shall submit the proposed grout mix, methods, plans and criteria of the grouting operations. The grouting system shall have sufficient gauges, monitoring devices and tests to determine the effectiveness of the grouting operation and to ensure compliance with the liner pipe specifications and design parameters.

502.033 Mix Designs One or more mixes shall be developed to completely fill the annular space based on the following requirements:

- A. Size of annular void
- B. Void (size) of the surrounding soil
- C. Absence or presence of groundwater
- D. Sufficient strength and durability to prevent movement of the liner pipe, and
- E. Provide adequate retardation.

502.04 Qualifications The Contractor shall demonstrate to the Resident its worker's capabilities of filling the annular space and performing their work in conformance with the Plans and the Specifications.

502.05 Grouting Equipment The materials shall be mixed in equipment of sufficient size and capacity to provide the desired amount of grout material for each stage in a single operation. The equipment shall be capable of mixing the grout at densities required for the approved procedure and shall also be capable of changing density as dictated by field conditions any time during the grouting operation.

502.06 Injection Procedure and Pressure The gauged pumping pressure shall not exceed the liner pipe Manufacturer's approved recommendations. Pumping equipment shall be of a size sufficient to inject grout at velocity and pressure relative to the size of the annular space. Gauges to monitor grout pressure shall be attached immediately adjacent to each injection port. The gauge shall conform to an accuracy of not more than one-half percent error over the full range of the gauge. The range of the gauge shall be not more than 100 percent greater than the design grout pressure. Pressure gauges shall be instrument oil filled and attached to a saddle type diaphragm seal (gauge saver) to prevent slogging with grout. All gauges shall be certified and calibrated in accordance with ANSI B40 Grade 2A. The Contractor shall be required to perform a test on each type of grout and grout system proposed to be used.

502.07 Submittals and Required Calculations The Contractor shall submit the following to the Resident for his review and approval at least 30 working days prior to the start of the grouting operation:

- A. The proposed grouting mix
- B. The proposed grouting plan
- C. The proposed densities and viscosities
- D. Initial set time of the grout
- E. The proposed grouting method
- F. The maximum of injection pressures
- G. The 24-hour and 28 day compressive strengths
- H. Proposed grout stage volumes
- I. Bulkhead designs
- J. Buoyant force calculations
- K. Flow control

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5/20/2026

- L. Provisions for service connections
- M. Pressure gauge certification
- N. Vent location plans
- O. Certification that grouting plan conforms with all provisions, cautions and restrictions or the liner manufacturer.

These shall be submitted as a complete package for a single or sample section only. The Contractor shall notify the Resident of any changes to be made in grouting.

502.08 Method of Measurement Grout satisfactorily placed and accepted will be measured by the cubic yard, in accordance with the pay limits established, if such limits have been established. In the absence of pay limits, the Resident may use discretion to accept the delivered quantity as the measurement for payment.

502.09 Basis of Payment The accepted work done under Annular Space Grouting will be paid for at the contract unit price per cubic yard. Payment will be full compensation for furnishing and placing flowable fill including all forms, berms, bulkheads, pumping, and incidents necessary.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
502.57 Annular Space Grouting	Cubic Yard

SPECIAL PROVISION 509

SCOPE OF WORK

(Glass Reinforced Plastic Culvert Lining System)

The Work consists of supplying and installing a Glass Reinforced Plastic (GRP) Culvert Lining System. The Contractor shall provide all labor, equipment, materials, services, and incidentals required to perform all work under the Contract.

Variations from Materials Specified

Whenever and wherever items have been identified by describing a proprietary product, such identification is intended to be descriptive, but not restrictive, and is used to indicate the quality and characteristics of products that are satisfactory. Bids shall be considered as offering the item specified in the Invitation for Bid. The Department will consider all alternates submitted by the Contractor, but is not bound to accept any which, in its opinion, is not in the Department's best interest and are determined by the Department to be of equal value in all material respects to the proprietary items specified. The evaluation of and determination as to equality of the product offered shall be the responsibility of the Department and will be based on information furnished by the Contractor, as well as information reasonably available to the purchasing activity.

Quality and Standards

Materials and manufactured products incorporated into the work shall be new unless otherwise specified, free from defect, and in conformity with the contract. When material is fabricated or treated with another material or where any combination of materials is assembled to form a finished product, any or all of which are covered by specifications, the Department may reject the finished product if any of the components do not comply with the specifications. The Department may reject materials not conforming to the Specifications at any time, and the Contractor shall remove them immediately from the project site unless otherwise instructed by the Department. The Contractor shall not store or use rejected materials on any Department project.

If there is no applicable standard set forth in this contract for particular Work, then the Contractor shall perform that Work in accordance with industry standards prevailing at the time of bid.

If the Department determines that Work is non-conforming, the Contractor shall remove, replace, or otherwise correct all unacceptable work as directed by the Department at the expense of the Contractor, without cost or liability to the Department.

Submittals

The Contractor shall submit manufacturers' specifications, product data, assembly drawings and installation procedures for all items incorporated into the Work. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the specifications unless the Contractor has specifically informed the owner in writing of such deviation at the time of submission and the owner has given written approval to the specific deviation.

The Contractor shall submit design calculations and load ratings, if applicable, for the GRP Culvert Lining System to the Department for review. A Professional Engineer, licensed in accordance with State of Maine laws, shall sign and seal all design calculations and drawings. GRP Culvert Lining Systems for all Pipes or Culverts with inside diameters or spans of 10 ft. (120in) or greater shall be designed using the current versions of the AASHTO LRFD Bridge Design Specifications with Maine Modified HL-93 for Strength 1.

The Contractor shall not be relieved of responsibility for errors or omissions. No portion of the work shall be commenced until the Department has approved the submittals.

The Contractor shall submit an electronic pdf file or two (2) copies of submittals to the Department for review at least twenty one (21) days prior to incorporation into the work. Submittals shall be approved prior to incorporation into the work.

The Contractor shall provide a Schedule of Work prior to the preconstruction meeting which shall include:

- The expected delivery date of all required material.
- The start of physical work onsite.
- The start of installation.
- Expected date of completion.

Delivery, Storage, and Handling

- Store materials off the ground and protected from the weather.
- Deliver products in manufacturers' original containers, dry, undamaged, with seals and labels intact.

Materials

All materials removed from the site shall be the property of the Contractor. Sale of these materials on site, and removal by persons other than the Contractor or their personnel, shall be at the risk of the Contractor. Once the contract is signed, responsibility for the safety of the public within the confines of the project shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all materials dropped from their trucks distant from the project. The Contractor shall make his own arrangement for the disposal of materials taken from the site, and there will be no burning of materials on or adjacent to the site.

All waste material shall be disposed of by the Contractor off-site and shall be considered incidental to the Work.

Construction Requirements

- The Contractor shall provide all labor, equipment, and materials to complete the culvert rehabilitation meeting all the requirements of Standard Specifications, Section 603, Option III Culvert pipe.
- The GRP Culvert Lining System shall be for sizes, types, design and dimensions shown on the plans/permit and shall include all connections, joints and other appurtenances as required to complete the work.
- The Contractor shall completely grout the annular space between the host and inserted liner pipe.

- The Contractor shall be solely responsible for any damage or distortion to the liner pipe due to exceeding the recommendations from the liner manufacturer on the grouting limits.
- The Contractor is responsible for assuring that the pipe does not “float” during grouting operations.
- Prior to submitting assembly drawings & pipe insertion methods, the Contractor shall field measure the existing pipe and shall immediately notify the Department if the proposed pipe may not fit. The Contractor is responsible for field measurement of the existing culvert pipe to ensure proper fit of the liner. No payment will be made for a liner that does not fit because of failure to verify field conditions.
- This is an instream location and is subject to all of the restrictions of Special Provision 105 Environmental Requirements.
- Flow conditions as required by Special Provision 105 Environmental Requirements. The Contractor shall handle and pump water such that the stream is always flowing, and no dirty water leaves the site.
- Any damage to pipes (i.e., scratches, rubs, gouges, dents etc.) will be subject to deduction in payment correlating to the estimated loss of life expectancy of the pipe, or the pipe shall be replaced at the Contractor’s expense. This will be at the Residents discretion.
- All work shall be done in accordance with Maine Department of Transportation Best Management Practices for Erosion and Sediment Control.
- The Contractor shall seed and mulch disturbed soil daily. The Contractor may seed and mulch by hand.
- Any clearing of small trees and/or limbs shall be incidental to the 509.205 Pay Item.
- The Contractor shall first clean all debris and brush from the culvert as directed by the Department.
- The Contractor shall install Cofferdams and water bypass systems as required by Special Provision Section 511 and make any necessary repairs.

Method of Measurement GRP Culvert Lining System with weirs if applicable will be measured by lump sum installed, complete in place, and accepted.

Basis of Payment: The accepted quantity GRP Culvert Lining System with weirs if applicable will be paid for at the Contract unit price lump sum.

The lump sum price shall include the following and all other all other incidentals necessary for satisfactory completion of the Work:

- a. Manufacturing, furnishing and installation of the GRP Culvert Lining System.
- b. All excavation, including cutting and removal of the existing pavement and any underlying concrete roadway.
- c. All design, submittals, materials, tools equipment, labor, consumables and any incidentals needed to complete the work.
- d. Design, construction, maintenance, and removal of cofferdams, including dewatering.
- e. Any clearing of brush and trees less than 12” in diameter.
- f. Removing and resetting existing guardrail.

- g. Riprap, Seed, Mulch and Erosion Control Mix, Erosion Control Blanket, Erosion Control Geotextile.
- h. Special Backfill.
- i. Providing laydown area for equipment and materials

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
509.205 – Glass Reinforced Plastic (GRP) Culvert Lining System Sum	Lump

SPECIAL PROVISION
SECTION 610
STONE FILL, RIPRAP, STONE BLANKET, AND STONE DITCH PROTECTION
(Streambed Rock Features)

The following is added to Standard Specification Section 610.

610.01 Description This work consists of furnishing and placing large stones in a constructed streambed downstream of a culvert to simulate naturally occurring features, referred to as streambed rock features.

610.02 Materials Streambed rock features shall be a well-graded mix of subangular to subrounded stones and may be obtained by screening oversized stones from earth borrow pits or as fieldstone. Stone for streambed rock features shall consist of hard, sound durable rock that will not disintegrate by exposure to water or weather. Unwashed stone, and stone with naturally fractured faces will be allowed.

Existing streambed material excavated in accordance with Special Provision Section 203, Excavation and Embankment - Dredge Materials that meet the requirements may be salvaged and used with the approval of the Resident.

Stone for streambed rock features shall conform to the following:

a. 24-inch boulders – shall be a well graded mix of stones with a maximum size of 24 inches and a minimum size of 6 inches average dimension. Approximately one-third of the stones by volume shall have an average dimension greater than 15 inches. The maximum allowable length to width ratio will be 3:1.

b. Filler material - shall consist of the streambed gravel size fraction of Pay Item 203.33 – Special Fill, dredge material, or other suitable material (including dredge material) approved by the Resident.

c. Inspection - The Contractor shall identify the source and proposed stones for inspection at least 10 working days prior to the start of the stream channel construction. The grading of the stone for streambed rock features shall be determined by the Resident by visual inspection in accordance with the Standard Specifications, Section 610.032.d Inspection.

610.03 Construction Requirements

1. Place stones to form rock weir in the location and with the shape and to the required height or elevation as directed by the Resident. Individual stones shall be rearranged by machine or handwork as required to achieve the specified shape, thickness, and elevations.

2. In the channel downstream of the culvert, material for streambed rock features shall be placed on a prepared subgrade consisting of dredge material or other suitable aggregate. Larger stone (18" – 24") shall be placed in a linear mass across the channel to form the core of the rock weir and keyed into the banks. Additional boulder mix (6" – 24") shall be placed on

the upstream and downstream sides of the weir core to complete the weir. Place and spread filler material around the stones as needed, tamp and wash-in with water to fill voids and prevent piping between the stones.

3. The channel shall be excavated below the flow line to allow placement of the streambed rock feature material to the specified depth. The stones shall be placed such that the lowest contact point between the stones (notches) matches the culvert outlet weir notch elevation. The top of the stones may protrude $\frac{1}{3}$ - $\frac{1}{2}$ height of stone above the flowline but all stones shall be firmly embedded. Loose or excessively protruding stones shall be embedded, reoriented or replaced as directed.

610.05 Method of Measurement Streambed rock features will be measured by the cubic yard, complete in place.

610.06 Basis of Payment The accepted quantity of streambed rock features will be paid for at the contract unit price per cubic yard complete in place. Payment shall be full compensation for furnishing all materials, equipment, and labor and washing-in with water. Costs of all required excavation below the slope line for the placement of void filled riprap will be considered incidental and no separate payment will be made.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
610.212 Streambed Rock Features	CY

SPECIAL PROVISION
SECTION 610
 STONE FILL, RIPRAP, STONE BLANKET, AND STONE DITCH PROTECTION
 (Void-Filled (Plain) Riprap)

The following is added to Standard Specification Section 610.

610.01 Description This work shall consist of furnishing and placing a mixture of stone and aggregate to form banklines, riprap aprons and/or slopes as part of constructing a nature-like stream channel. The mixture is referred to as Void-Filled Riprap (VFRR).

610.02 Materials Void-Filled Riprap shall conform to the following requirements:

Plain Riprap - shall be stone meeting the requirements of Section 703.26 - Plain and Hand Laid Riprap

5-inch crushed stone – shall be a well graded mix of crushed stone with a maximum size of 5 inches and a minimum size of 3/4 inches.

Aggregate – shall be aggregate meeting the requirements of Section 703.06 - Type C aggregate for base or Streambed Gravel as described in Special Provision 203 - Special Fill (if used).

Where applicable, suitable material excavated on-site within the limits of the stream channel in accordance with Special Provision Section 203, Excavation and Embankment - Dredge Materials, may be used in the Void-Filled Riprap mixture with the approval of the Resident.

a. Mix proportions: Void-Filled Riprap shall be pre-mixed in the proportions listed in the following table:

Stone:	Void-fill material:	
Plain Riprap	5-inch crushed stone	Aggregate
3 parts	1 part	1 part

The mix proportions and materials listed in the table are approximate and may be adjusted by the Resident to obtain a mix that maintains contact between the larger stones for stability and has sufficient material to chock and fill the voids in the riprap. Void-Filled Riprap shall conform to the requirements at the time it is placed.

b. Inspection - The Contractor shall identify the source and proposed materials for inspection at least 10 working days prior to the start of stream channel and riprap embankment construction. The grading of the stone for Void-Filled Riprap shall be determined by the Resident by visual inspection in accordance with the Standard Specifications, Section 610.032.d Inspection.

610.03 Construction Requirements

1. Place VFRR within the culvert to form the VFRR features with shape and thickness as shown on the plans or as directed by the Resident. Banklines shall extend upstream and downstream from the culvert and match into existing streambanks as directed.
2. Thoroughly pre-mix and place VFRR in a manner that minimizes segregation.
3. Place VFRR in a minimum of two well-mixed layers, unless otherwise approved by the Resident. After initial placement, areas that consist primarily of void-fill material shall be remixed with the larger stone as necessary.
4. All stones shall be securely interlocked and tamped into place such that contact between the stones is maintained, with void-fill material between and below the larger stones. Larger stones should extend to, and may protrude above, the average surface but shall be well embedded in the mix. The larger stones should be in contact in a manner that is similar to the placement of plain riprap.
5. VFRR shall be thoroughly washed in with water immediately after placement of each layer. After initial washing-in, place and spread additional void-fill material on the surface and wash-in until the remaining voids are filled prior to placing the next layer. Contractor shall allow sufficient time for the Resident to review each layer prior to placing subsequent layers of VFRR or other materials.
6. After settlement and washing-in, the minimum height of the void-filled riprap shall be as shown on the plans. Placement of areas of only void-fill material to achieve the full height or thickness will not be allowed.
7. Prior to cofferdam removal and exposure to natural flow conditions the Void-Filled Riprap shall be at the specified height and thickness, thoroughly wetted with voids filled, and reviewed and approved by the Resident.

610.05 Method of Measurement

Void-Filled Riprap will be measured in place by the cubic yard.

610.06 Basis of Payment

The accepted quantity of Void-Filled Riprap will be paid for at the contract price per cubic yard complete in place. Payment shall be full compensation for furnishing all materials, equipment, and labor and washing-in with water. Costs of all required excavation below the slope line for the placement of void filled riprap will be considered incidental and no separate payment will be made

Payment will be made under:

Pay ItemPay Unit

610.213 Void-Filled Riprap

CY

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...**”

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
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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

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%
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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%
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6403 Portland, ME (Cumberland, Sagadahoc)	0.6%
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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/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with [29 CFR part 30](#), including any amendments thereto.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section III. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the

contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

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

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the

Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$33 as of January 15, 2025 (See 90 FR 1859) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section III paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its 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 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 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).



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

July 30, 2026

Regulatory Division
File No. NAE-2026-00867
MaineDOT WIN: 26376.00

Justin Sweitzer
Maine Department of Transportation
51 Pleasant Hill Road
Scarborough, Maine 04074
Via Email: justin.l.sweitzer@maine.gov

Dear Justin Sweitzer:

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 culvert maintenance project. The proposed work is located in the unnamed tributary to Bunganot Pond on Route 202 in Alfred, Maine (Latitude 43.5107 and Longitude -70.7168). The proposed regulated activities associated with the project are detailed on the attached drawings in eight sheets titled "ALFRED US ROUTE 202," dated May 20, 2026, and December 12, 2025, and are described below.

Project Description

The Maine Department of Transportation proposes to install a slipline within an existing 6-foot-diameter by 74-foot-long, asphalt-coated, corrugated metal pipe culvert in non-tidal waters. The slipline will include nine integrated weir plates within the 5.4-foot-diameter by 80-foot-long lining, and riprap will be installed at the culvert inlet and outlet. All in-water work will be completed behind sealed cofferdams. Below the ordinary high water mark (OHWM) of an unnamed tributary to Bunganot Pond, there will be 359 square feet of permanent loss of waters along 98 linear feet of stream, including 74 square feet from the slipline and weirs and 285 square feet of permanent fill from riprap and the culvert extension, as well as 408 square feet of temporary impacts from cofferdams.

Based on the information provided, the Corps has verified that the proposed actions are authorized under Nationwide Permit (NWP) 3, Maintenance, pursuant to authorities under Section 404 of the Clean Water Act (33 U.S.C. § 1344). You must ensure the proposed work is performed in accordance with the enclosed applicable terms and conditions. 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. To minimize adverse effects to the federally endangered Northern Long-eared Bat (*Myotis septentrionalis*), no tree removal shall occur between June 1 and August 15, of any year(s).
2. To comply with the mitigation requirements of the *FHWA, FRA, FTA Programmatic Biological Opinion (PBO) for Transportation Projects*, MaineDOT shall contribute \$1,176.30 to The Conservation Fund within 1 year or prior to the start of construction, whichever is earliest.
3. If tree clearing for the authorized work is not complete before the tricolored bat (*Perimyotis subflavus*) is listed under the Endangered Species Act (ESA), or the project impacts are modified, 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 NWP.

You are also required to complete and return the enclosed Compliance Certification form within 30 days of completing your project. Please email the completed document 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 2026-0003336). 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 1-3. 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 activity 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 3, Maintenance (enclosed). You must comply with the conditions specified in the WQC decision for this NWP authorization to be valid.

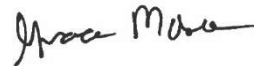
Permit Expiration

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,



Grace Moses
Chief, Technical Support Branch
Regulatory Division

Enclosures:

Project Plans, Compliance Certification, NWP 3 – Maintenance, and General/Regional Conditions

cc (w/ enclosures):

Kristen Chamberlain, MaineDOT; Kristen.Chamberlain@maine.gov

Maine DEP; LandonCall@maine.gov

U.S. EPA, Region 1; R1_CWA404_REG@epa.gov

Sarah Rubenstein, USFWS; sarah_rubenstein@fws.gov

U.S. Army Corps of Engineers (USACE) CERTIFICATION OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT For use of this form, see Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, and Section 103 of the Marine Protection, Research, and Sanctuaries Act; the proponent agency is CECW-COR.		Form Approved - OMB No. 0710-0003 Expires 2027-10-31
The Agency Disclosure Notice (ADN)		
The Public reporting burden for this collection of information, 0710-0003, is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.		
PURPOSE: This form is used by recipients of U.S. Army Corps of Engineer Regulatory permits to certify compliance with the permit terms and conditions. Your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation. Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the U.S. Army Corps of Engineers, New England District, Regulatory Office. The certification can be submitted by email at cenae-r-tu@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		
Corps Action Number:	NAE-2026-00867	
Permit Type: <u>General Permit</u>		
General Permit Number and Name (<i>if applicable</i>):	<u>Nationwide Permit 3</u>	
Name of Permittee:	<u>Maine Department of Transportation</u>	
Project Name:	<u>026376.00 - ALFRED, ROUTE 202 Culvert Rehabilitation</u>	
Project Location (<i>physical address</i>):	<u>Route 202, Alfred, Maine</u> <u>(Latitude 43.5107 and Longitude -70.7168)</u>	
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

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

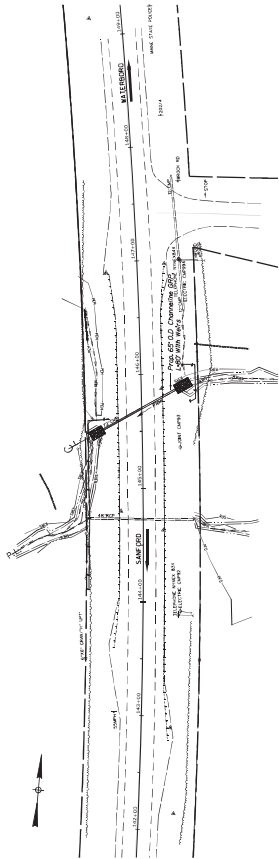
PLAN LEGEND	
Town, County, State	Catch Basins
Property Lines	Manholes
R/W Lines-Existing	Proposed Underdrain
R/W Lines-Proposed	Proposed Ditch
Culvert-Existing	Existing Ditch
Culvert-Proposed	Proposed Ditch
Curb	Existing
Curb	Proposed
Type 1	Existing Water Line
Type 3	Existing San. Sewer
Type 5	Existing San. Sewer Manhole
Outline of Bodies of Water	Guardrail-Existing
Exposed Bedrock	Guardrail-Proposed
Existing	Guardrail-Cable, Other
Proposed	Centerline-Proposed
Tree	Travelway-Existing
Tree	Travelway-Proposed
Clearing Limit Line	
Railroad	
Boring	Probe
Pavement Core	PC-#
Test Pit	TP-XXX-###
	NR (No Refusal)
	NR (No Refusal)



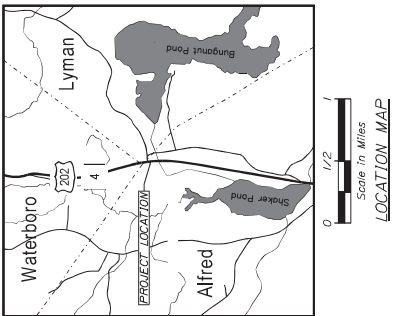
ALFRED
YORK COUNTY
US ROUTE 202
FEDERAL PROJECT NUMBER 2637600

INDEX OF SHEETS

Description	Sheet No.
Title Sheet	1
Special Details	2
Estimated Quantities - General Notes	3
Plan / Profile	4
Cross - Sections	5
Right of Way Map	6



TRAFFIC DATA	
Current (2026) AADT	9050
Future (2038) AADT	9590
DHV - % of AADT	12%
Design Hour Volume	1151
% Heavy Trucks (AADT)	7%
% Heavy Trucks (DHV)	4%
Directional Distribution (DHV)	63%
18-kip Equivalent P 2.0	299
18-kip Equivalent P 2.5	285
Design Speed (mph)	55
Corridor Priority	1

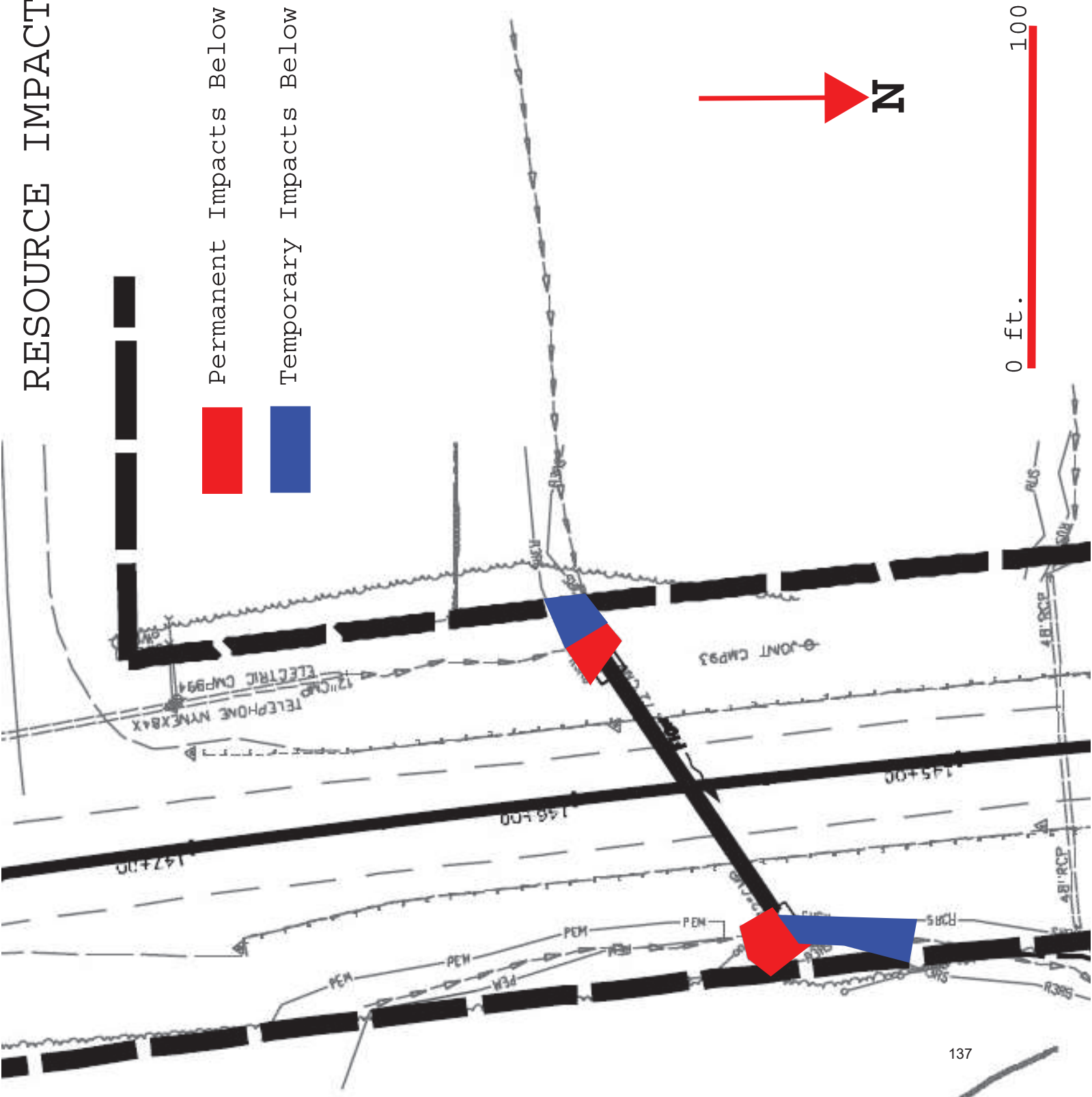


PROJECT INFORMATION		ALFRED US ROUTE 202 TITLE SHEET		SHEET NUMBER 1 OF 06	
PROGRAM	REPAIR	PROJECT MANAGER	RYAN HOSKINS	CONTRACTOR	DATE
DESIGNER	DATE	PROJECT REQUEST	DATE	CONTRACTOR	DATE
REVISION	DATE	PROJECT REQUEST	DATE	CONTRACTOR	DATE
SIGNATURE	DATE	PROJECT REQUEST	DATE	CONTRACTOR	DATE
P.E. NUMBER	DATE	PROJECT REQUEST	DATE	CONTRACTOR	DATE
DATE	DATE	PROJECT REQUEST	DATE	CONTRACTOR	DATE
STATE OF MAINE DEPARTMENT OF TRANSPORTATION		APPROVED		CHIEF ENGINEER	

PROJECT LOCATION:	LARGE CULVERT REHABILITATION (#46313) LOCATED 0.05 OF A MILE SOUTH OF BROCK ROAD
PROGRAM AREA:	REGIONAL PROGRAM
SCOPE OF WORK:	LARGE CULVERT REHABILITATION

WIN 26376.00
FEDERAL PROJECT NUMBER 2637600

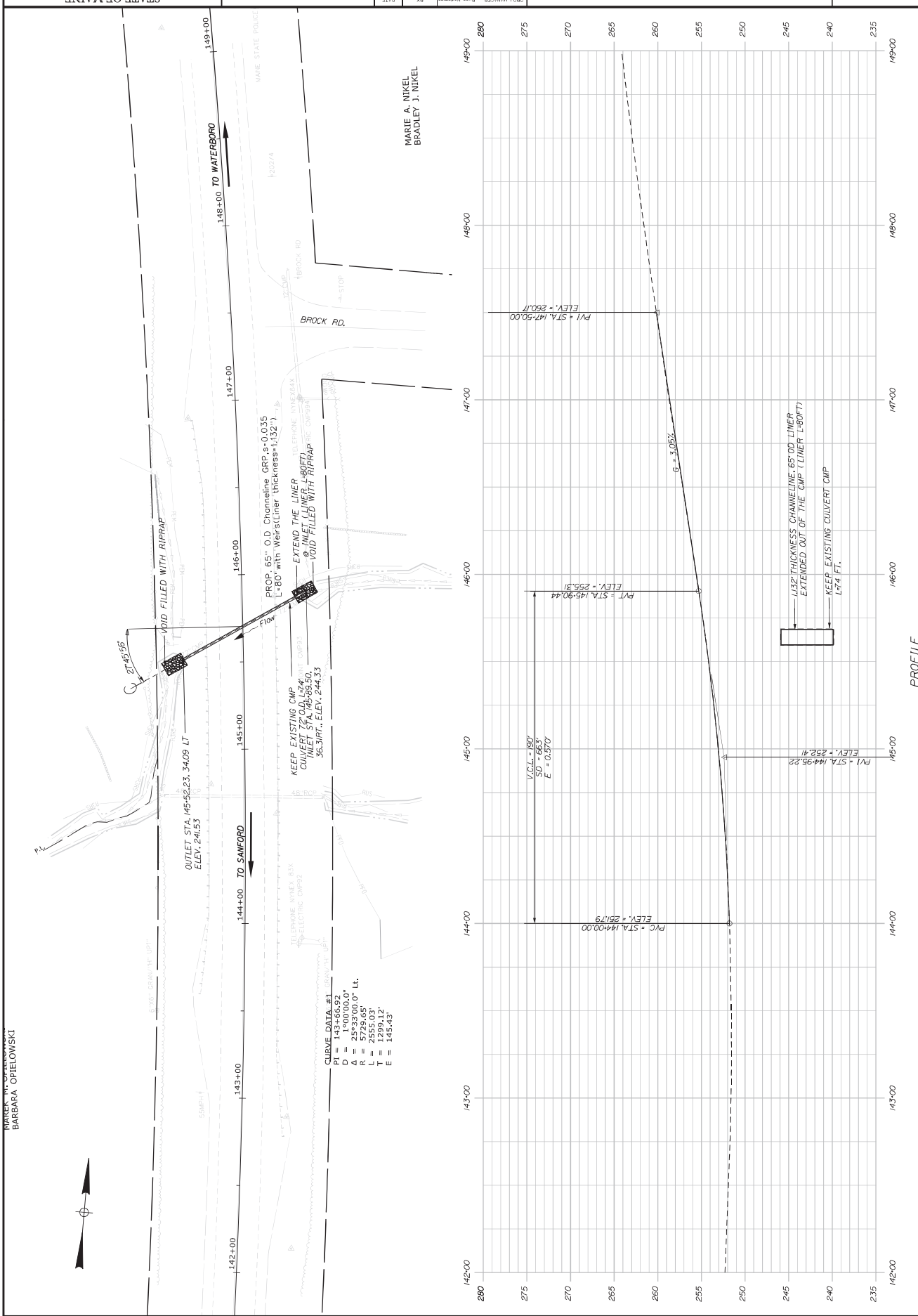


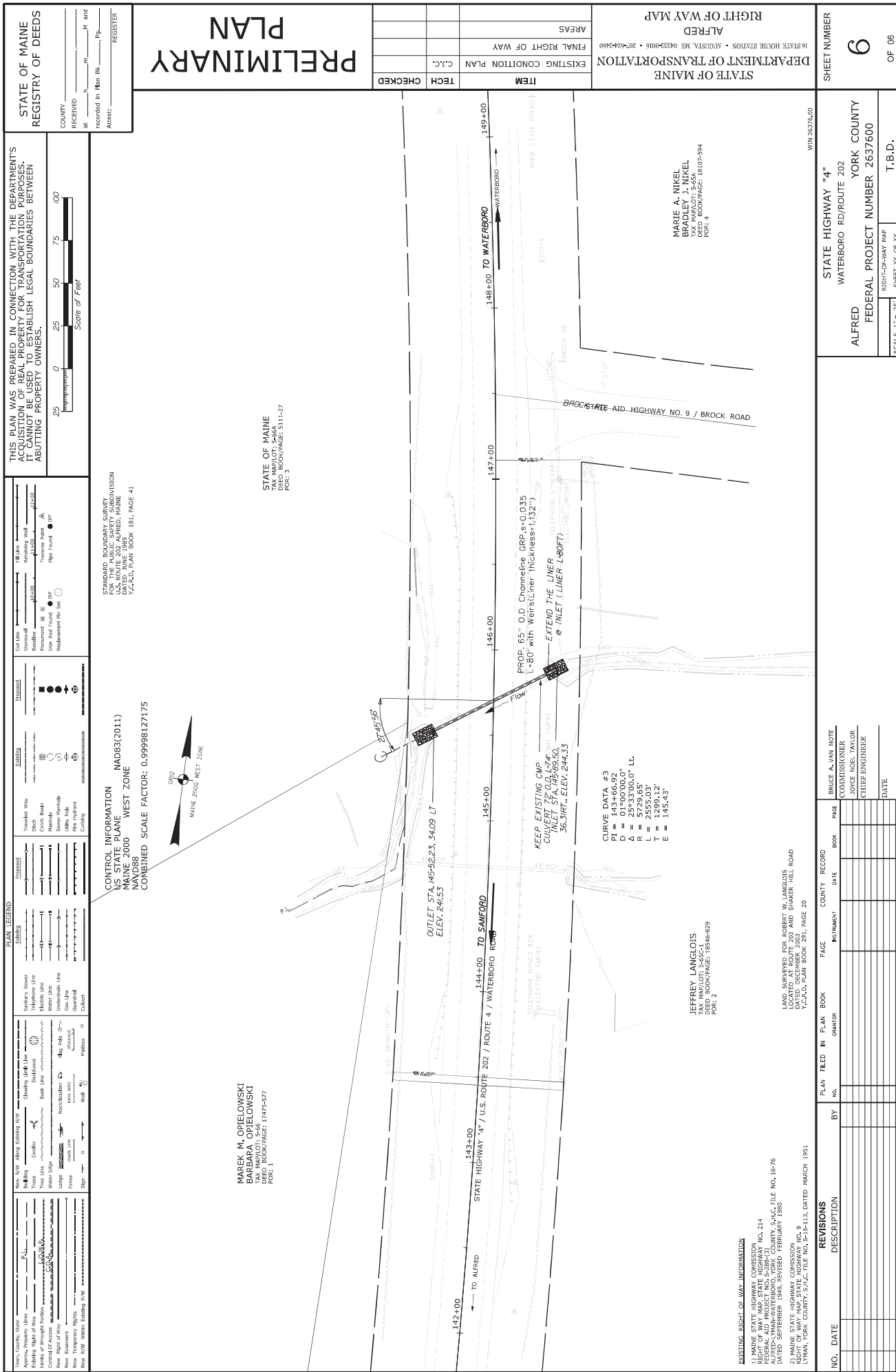


Permanent Impacts Below OHWM = 285 sq. ft.

Temporary Impacts Below OHWN = 408 sq. ft.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	2637600	WIN 26376.00 HIGHWAY PLANS
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3. Maintenance.

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

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

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

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

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

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

NAE Note 1 (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:

[https://www.maine.gov/dmr/sites/maine.gov.dmr/files/ inline-files/CoastWiseManualJuly2023_updated.pdf](https://www.maine.gov/dmr/sites/maine.gov.dmr/files/inline-files/CoastWiseManualJuly2023_updated.pdf)

NAE Note 2 (Maine): A joint pre-application consultation with the Corps and State Resource Agencies is advised for all activities that involve new or replacement tidal crossings.

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/xkgbur861/files/2025-06/wqcheck.pdf>.

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

26. Coastal Zone Management

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

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

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

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

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

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

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

27. Regional and Case-by-Case Conditions

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

28. Use of Multiple Nationwide Permits

The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

- a) The total acreage of loss of waters of the United States for a single and complete project cannot exceed the acreage limit of the NWP with the highest specified acreage limit when multiple NWPs are used to authorize an activity.
- b) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States for that single and complete project cannot exceed that specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14 (which has an acreage limit of 1/3-acre in tidal waters), with associated bank stabilization authorized by NWP 13 (which does not have a specified acreage limit), the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.
- c) If two or more of the NWPs used to authorize the single and complete project have specified acreage limits, the acreage loss of waters of the United States authorized by each of those NWPs cannot exceed the specified acreage limits of each of those NWPs. For example, if a commercial development is constructed under NWP 39 (which has a 1/2-acre limit), and the single and complete project

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

29. Transfer of Nationwide Permit Verifications

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

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

(Transferee)

(Date)

30. Compliance Certification

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

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

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

31. Activities Affecting Structures or Works Built by the United States

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

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

32. Pre-Construction Notification

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

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

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

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

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

- 1) Name, address and telephone numbers of the prospective permittee;
- 2) Location of the proposed activity;
- 3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;
- 4) (i) A description of the proposed activity; the activity’s purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.
- (ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

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

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

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

- (a) *Wetlands should be delineated in accordance with the Corps Wetlands Delineation Manual and the most recent Northcentral/Northeast Regional Supplement. Wetland delineation and jurisdiction information can be found at: www.nae.usace.army.mil/missions/regulatory/jurisdiction-and-wetlands and <https://www.usace.army.mil/Media/Announcements/Article/4262089/1-august-2025-us-army-corps-of-engineers-enhances-aquatic-resource-delineation/>.*
- (b) *Refer to the “Best Practices for Jurisdictional Determinations and Wetland Delineations,” which can be found on the Corps webpage at: <https://www.nae.usace.army.mil/missions/regulatory/state-general-permits/maine-general-permit/>. (This is a pending document and will be published on our website when completed.)*
- (c) *The ordinary high water mark should be delineated (on both sides) when streams, rivers, non-tidal open waters are present on the project site. Ordinary high water mark guidance can be found in RGL 05-05 (<https://usace.contentdm.oclc.org/utis/getfile/collection/p16021coll9/id/1253>). For complex, atypical, or problematic sites see: <https://www.erd.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

Houlton Band of Maliseet Indians	Susan Young, ogs1@maliseets.com Sharri Venno, envplanner@maliseets.com Rhonda Cochran, rcochran@maliseets.com Carolyn Merriam, cmerriam@maliseets.com Sam St. John, samstjohn7@yahoo.com
Mi'kmaq Nation	Shannon Hill, shilll@micmac-nsn.gov Cherish Cole, ccole@micmac-nsn.gov David Macek, dmacek@micmac-nsn.gov Dena Winslow, dwinslow@micmac-nsn.gov Fred Corey, fcorey@micmac-nsn.gov
Penobscot Indian Nation	Charlie (Chuck) Loring, Jr., Charlie.Loring.Jr@penobscotnation.org Charles Bouchard, Charles.Bouchard@penobscotnation.org Dan Kusneirz, dan.kusnierz@penobscotnation.org Jason Mitchell, jason.mitchell@penobscotnation.org Dan McCaw, dan.mccaw@penobscotnation.org Maria Girouard, maria.girouard@penobscotnation.org Rhonda Daigle, rhonda.daigle@penobscotnation.org Sean O'Brien, sean.obrien@penobscotnation.org
Passamaquoddy Tribe of Indians Indian Township Reservation	Martin Dana, martindana@passamaquoddy.com Trevor White, rovahfarm@yahoo.com Joe Musante, joemusante@yahoo.com
Passamaquoddy Tribe of Indians Pleasant Point Reservation	Marvin Cling, marvin@wabanaki.com William (Billy) Longfellow, wlongfellow@wabanaki.com Bruce Doughty, bdoughty@wabanaki.com Chris Soctomah, chrissoctomah@wabanaki.com Ralph Dana, ralphdana@wabanaki.com
Wampanoag Tribe of Gay Head (Aquinnah)	Brett Stearns, isa@wampanoagtribe-nsn.gov Beckie Finn, envcoord@wampanoagtribe-nsn.gov
Mashpee Wampanoag Tribe	Dale Oakley, Dale.OakleyJr@mwtribe-nsn.gov Jason Steiding, Jason.Steiding@mwtribe-nsn.gov
Narragansett Indian Tribe	Dinalyn Spears, DSpears@nitribe.org Steven Smith, ssmith@nitribe.org
Mohegan Tribe	Ken Janus, kjanus@moheganmail.com Jean Mcinnis, jmcinnis@moheganmail.com
Mashantucket Pequot Tribal Nation	Michael Boland, mboland@mptn-nsn.gov



Environmental Summary Sheet

WIN: 26376.00

Date Submitted: 7/28/2026

Town: Alfred

CPD Team Leader: Joshua Brown

ENV Field Contact: Justin Sweitzer

NEPA Complete: NEPA certified pursuant to 23 CFE 771.117(c)(26), on 7/28/2026



Section 106

Review Complete: No Effect

Section 106 Resources: none



Section 4(f) and 6(f)

Section 4(f)

N/A No US DOT Funds or Approvals

Section 6(f)

No Takes



Maine Department of Inland Fisheries and Wildlife Essential Habitat

No Designated Essential Habitat



Section 7

Species of Concern: Northern long-eared bat – Likely to Adversely Affect

Tricolored Bat - Likely to Adversely Affect

Small Whorled Pogonia- No Effect



Essential Fish Habitat

N/A, Not Within Mapped EFH



Maine Department of Agriculture, Conservation, and Forestry

Public Lands, Submerged Land Lease: NA

Maine Land Use Planning Commission: NA, outside of jurisdiction



Maine Department of Environmental Protection

NA, exempt per 480(Q)



Army Corps of Engineers: Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.

Pre-Construction Notification- Corps Permit # NAE-2026-00867

-Compliance Certification Form to be completed by ENV Field Contact and submitted to ACOE with copy to Team Leader.

**Applicable Standards and Permits are included with the contract*



Stormwater Review

N/A, Not Within MS4



Hazardous Material Review

Review complete – No Hazardous Material Issues Anticipated



Special Provisions Required

Special Provision 105-Timing of Work Restriction

N/A ☐

Applicable ☒

Special Provision 203-Special Fill

N/A ☒

Applicable ☐

Standard Specification 656-Erosion Control Plan

N/A ☐

Applicable ☒

Special Provision 610-Streambed Rock Features

N/A ☐

Applicable ☒

Special Provision 610- Void Filled Riprap

N/A ☐

Applicable ☒



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

July 15, 2026

Regulatory Division
File No. NAE-2026-00881

Justin Sweitzer
Maine Department of Transportation
51 Pleasant Hill Road
Scarborough, Maine 04074
Via email: justin.l.sweitzer@maine.gov

Dear Justin Sweitzer:

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 culvert maintenance project. The proposed work is located in an unnamed tributary to Thacher Brook and adjacent wetlands on Alfred Street (Route 111) in Biddeford, Maine at latitude 43.4778° and longitude -70.4971°. The proposed regulated activity(ies) associated with this project are detailed on the attached drawings titled "BIDDEFORD ROUTE 111," on six sheets dated December 19, 2025, and are described below.

Project Description

The Maine Department of Transportation will install a slipline within an existing 7-foot-diameter by 125-foot-long corrugated metal pipe culvert in non-tidal waters. The slipline will include five integrated weir plates within the lining. All in-water work will be completed behind sealed cofferdams and temporary timber mats will be utilized in wetlands. Below the ordinary high water mark (OHWM) of an unnamed tributary to Thacher Brook, there will be 875 square feet of permanent loss of waters along 125 linear feet of stream channel within the existing culvert from the slipline and 1,608 square feet of temporary impacts from cofferdams. The work also includes 320 square feet of temporary fill in palustrine scrub-shrub wetlands from timber mats.

Based on the information provided, the Corps has verified that the proposed actions are authorized under Nationwide Permit (NWP) 3, Maintenance, pursuant to authorities under Section 404 of the Clean Water Act (33 U.S.C. § 1344). You must ensure the proposed work is performed in accordance with the enclosed applicable terms and conditions. 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. In-water work shall occur between June 1 through September 30, of any year(s).
2. If the authorized work is not complete before the monarch butterfly (*Danux 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 NWP.

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

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

Water Quality Certification (WQC) and Coastal Zone Management Act (CZM)

The State of Maine issued a conditioned WQC and CZM decision for NWP 3, Maintenance (enclosed). You must comply with the conditions specified in the WQC and CZM decision for this NWP authorization to be valid.

Permit Expiration

The verification is valid until March 15, 2031, unless the NWP is modified, reissued, or revoked prior to that date. If the authorized work under the NWP has not been completed by that date and you have commenced or are under contract to commence this activity before March 15, 2031, you will have until March 15, 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. In order to better serve you, please

complete the Customer Service Survey located at:
<https://regulatory.ops.usace.army.mil/customer-service-survey/>.

Sincerely,

A handwritten signature in black ink, appearing to read "Grace Moses".

Grace Moses
Chief, Technical Support Branch
Regulatory Division

Enclosures:
Project Plans, Compliance Certification, NWP 3 – Maintenance and General/Regional
Conditions

cc (w/enclosures):
Kristen Chamberlain, MaineDOT; Kristen.Chamberlain@maine.gov
Maine DEP; LandonCall@maine.gov
John Perry, MDIFW; john.perry@maine.gov
U.S. EPA, Region 1; R1_CWA404_REG@epa.gov

U.S. Army Corps of Engineers (USACE) CERTIFICATION OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT For use of this form, see Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, and Section 103 of the Marine Protection, Research, and Sanctuaries Act; the proponent agency is CECW-COR.		Form Approved - OMB No. 0710-0003 Expires 2027-10-31														
The Agency Disclosure Notice (ADN)																
The Public reporting burden for this collection of information, 0710-0003, is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.																
PURPOSE: This form is used by recipients of U.S. Army Corps of Engineer Regulatory permits to certify compliance with the permit terms and conditions. Your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.																
Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the U.S. Army Corps of Engineers, New England District, Regulatory Office. The certification can be submitted by email at cenae-r-tu@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 style="border-bottom: 1px solid black;">NAE-2026-00881</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 style="border-bottom: 1px solid black;">Nationwide Permit 3</td> </tr> <tr> <td>Name of Permittee:</td> <td style="border-bottom: 1px solid black;">Justin Sweitzer</td> </tr> <tr> <td>Project Name:</td> <td style="border-bottom: 1px solid black;">Biddeford, Rt. 111 Culvert (#1088540) Rehabilitation_WIN 28148.00 (MAINEDOT)</td> </tr> <tr> <td>Project Location (<i>physical address</i>):</td> <td style="border-bottom: 1px solid black;">Alfred Street (Route 111)</td> </tr> <tr> <td></td> <td style="border-bottom: 1px solid black;">Biddeford, Maine (latitude 43.4778°, longitude -70.4971°)</td> </tr> </table>			Corps Action Number:	NAE-2026-00881	Permit Type: <u>General Permit</u>		General Permit Number and Name (<i>if applicable</i>):	Nationwide Permit 3	Name of Permittee:	Justin Sweitzer	Project Name:	Biddeford, Rt. 111 Culvert (#1088540) Rehabilitation_WIN 28148.00 (MAINEDOT)	Project Location (<i>physical address</i>):	Alfred Street (Route 111)		Biddeford, Maine (latitude 43.4778°, longitude -70.4971°)
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	Biddeford, Maine (latitude 43.4778°, longitude -70.4971°)															
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														



BIDDEFORD

YORK COUNTY

ROUTE 111

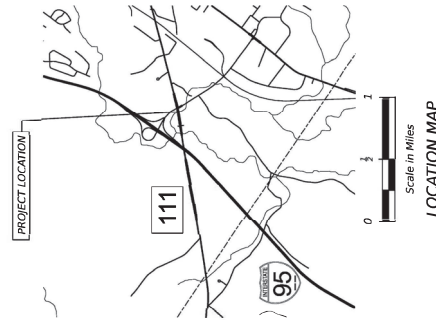
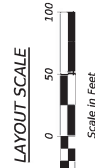
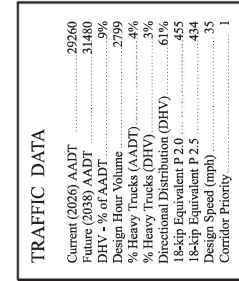
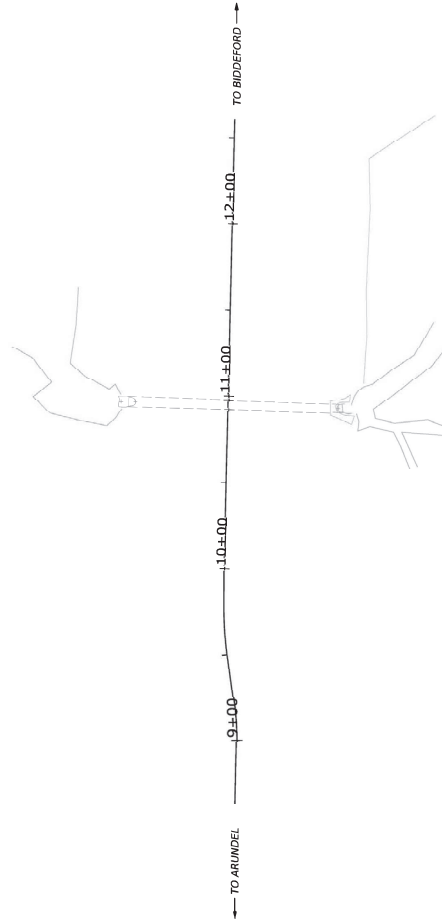
FEDERAL PROJECT NUMBER 2814800

PLAN LEGEND

[illegible]

INDEX OF SHEETS

Description	Sheet No.
Title Sheet	1
Typical Detail	2
Estimated Quantities-General Notes	3
Plan / Profile	4



<u>PROJECT LOCATION:</u>	LARGE CULVERT SULPLINE (LC-1088540). LOCATED ON ROUTE 111, 0.03 MILES WEST OF PRECOURT STREET.
<u>PROGRAM AREA:</u>	REGIONAL PROGRAM
<u>SCOPE OF WORK:</u>	LARGE CULVERT REHABILITATION

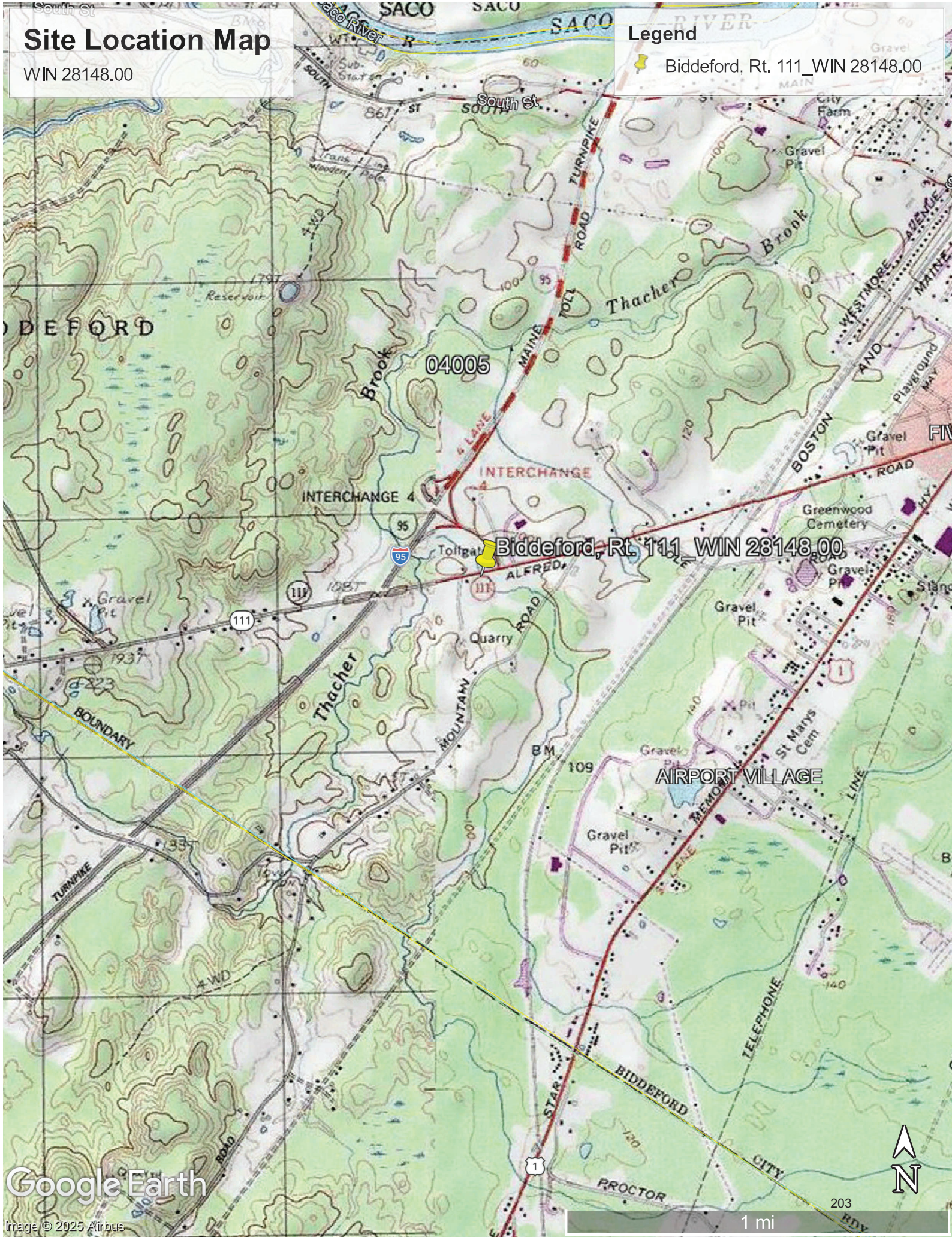
BIDDEFORD ROUTE 111 TITLE SHEET		PROJECT INFORMATION PROJECT NUMBER REGIONAL PROGRAM PROJECT MANAGER RYAN HODGMAN CONSULTANT NIELZ BJØ PROJECT RESIDENT CONTRACTOR PROJECT COMPLETION DATE		DATE P.E. NUMBER SIGNATURE		STATE OF MAINE DEPARTMENT OF TRANSPORTATION APPROVED DATE COMMISSIONER CHIEF ENGINEER	
SHEET NUMBER 1 OF 4							

Site Location Map

WIN 28148.00

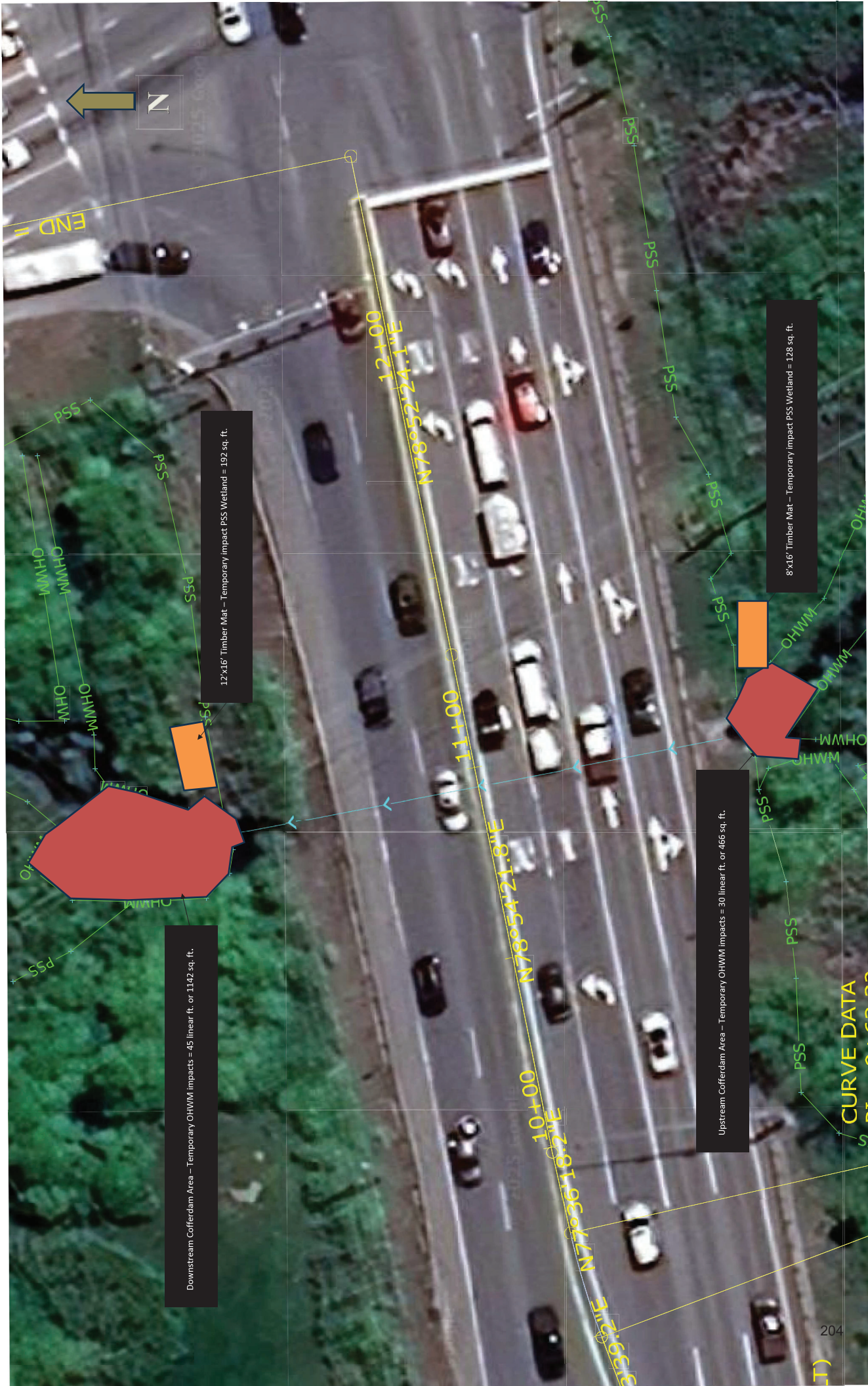
Legend

 Biddeford, Rt. 111_WIN 28148.00



Google Earth

Image © 2025 Airbus



N

END =

121+00

N78°52'24.1"E

11+00

N78°54'21.8"E

10+00

N77°36'18.2"E

N77°36'18.2"E

PSS

PSS

PSS

PSS

PSS

PSS

PSS

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PSS

PSS

OHWM

OHWM

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OHWM

OHWM

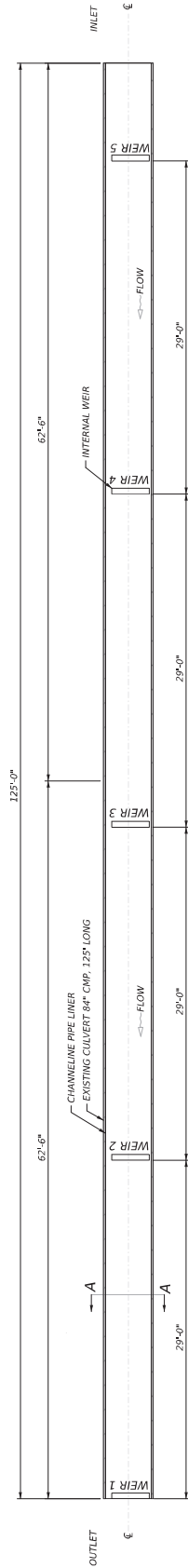
12'x16' Timber Mat - Temporary Impact PSS Wetland = 192 sq. ft.

Downstream Cofferdam Area - Temporary OHWM Impacts = 45 linear ft. or 1142 sq. ft.

Upstream Cofferdam Area - Temporary OHWM Impacts = 30 linear ft. or 466 sq. ft.

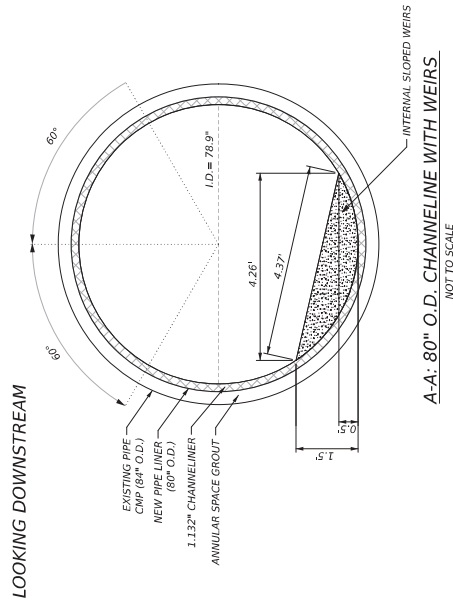
8'x16' Timber Mat - Temporary Impact PSS Wetland = 128 sq. ft.

CURVE DATA

[illegible]

CHANNELLINE LINER WITH WEIRS, D=80" * L=125FT (PLAN VIEW)

NOT TO SCALE



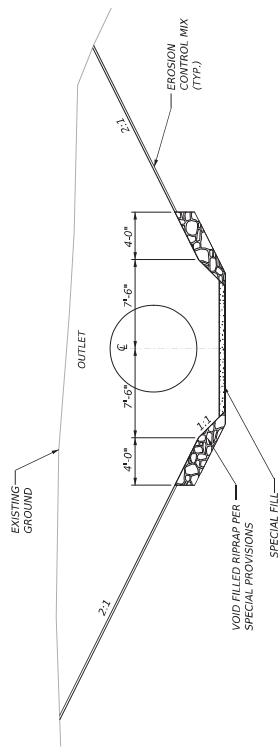
LOOKING DOWNSTREAM

A-A: 80" O.D. CHANNELLINE WITH WEIRS

NOT TO SCALE

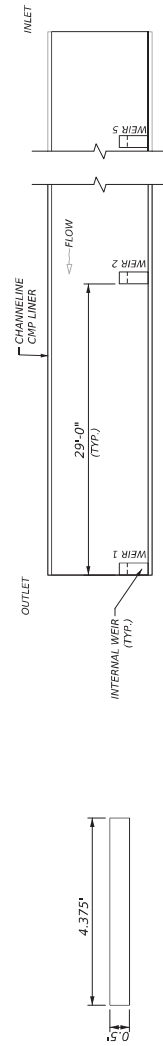
NOTES

1. THE PROPOSED PIPE SHALL BE FABRICATED WITH INTEGRAL WEIRS
2. THE OUTLET WEIR SHALL BE FLUSH TO THE OUTLET. WEIRS SHALL NOT BE SET BACK FROM OUTLET.
3. THE DIMENSIONS SHOWN ON THE TYPICAL ARE APPROXIMATE.
4. THE SLOPELINE CULVERT SHALL BE FABRICATED WITH A TEXTURED BOTTOM THAT EXTENDS 1.5FT ABOVE THE INVERT
5. EXISTING INLET INVERT PIPE ELEVATION = 81.76'



OUTLET DETAIL

NOT TO SCALE



WEIR TOP VIEW DETAIL

NOT TO SCALE

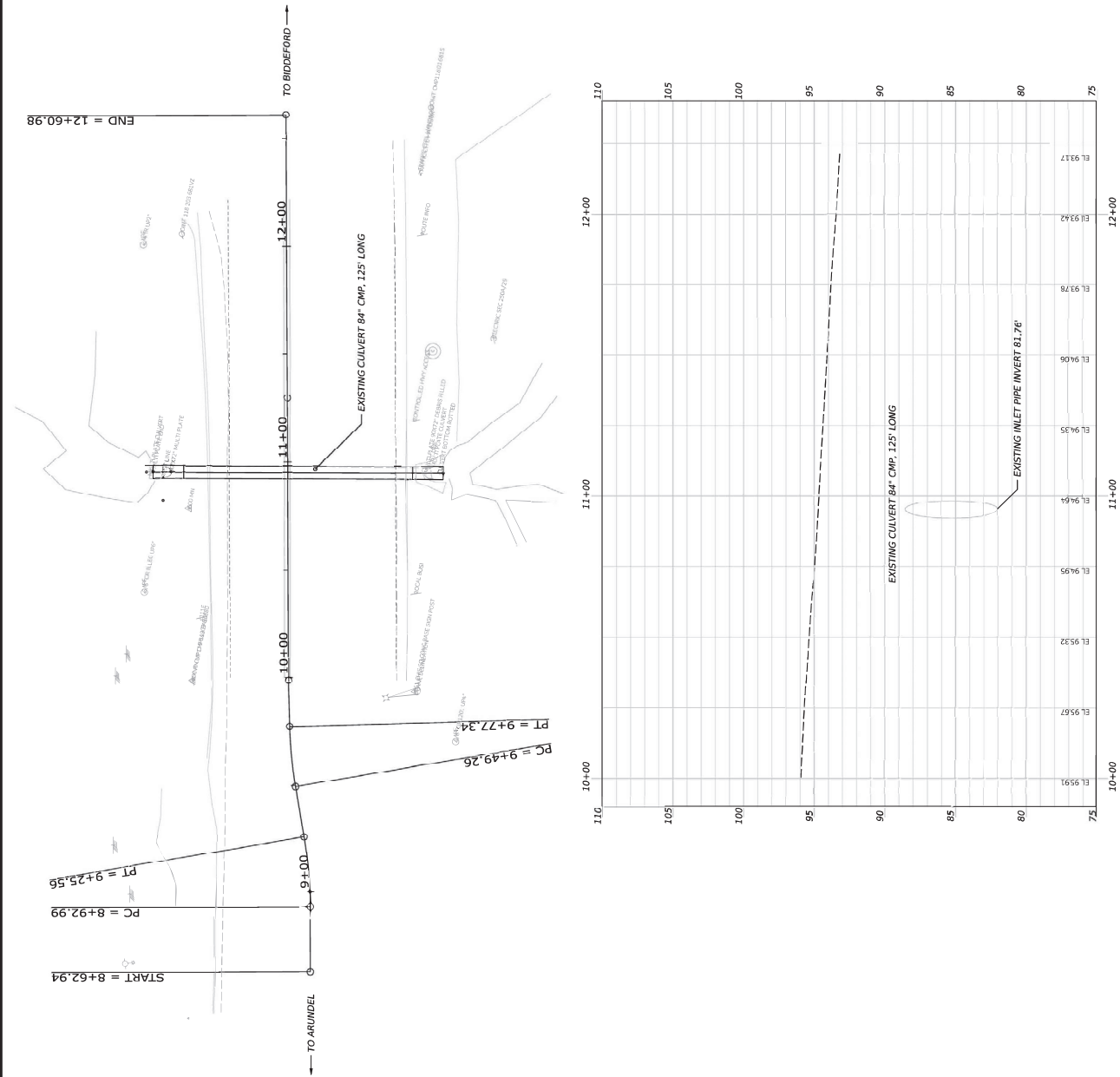
CHANNELINE LINER WITH WEIRS (PROFILE VIEW)

 $\overline{(\mathbf{v})}$

PROJ. MANAGER	RYAN HOGGMAN	BY	DATE
DESIGN-REVIEWED	INTELX RLO		12/19/25
C-BOARD-REVIEWED			
DESIGN-DETAIL/LOZ			
DESIGN-DETAIL/LO			
REVISIONS 1			
REVISIONS 2			
REVISIONS 3			
REVISIONS 4			
FIELD CHANGES			

DATE _____
P.E. NUMBER _____
SIGNATURE _____

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	2814800	28148.00	HIGHWAY PLANS
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2026 Nationwide Permits

Nationwide Permits, Conditions, Further Information, and Definitions¹

A. Index of Nationwide Permits, Conditions, District Engineer's Decision, Further Information, and Definitions

Nationwide Permits

1. Aids to Navigation
2. Structures in Artificial Canals
3. Maintenance
4. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities
5. Scientific Measurement Devices
6. Survey Activities
7. Outfall Structures and Associated Intake Structures
8. Oil and Gas Structures on the Outer Continental Shelf
9. Structures in Fleeting and Anchorage Areas
10. Mooring Buoys
11. Temporary Recreational Structures
12. Oil or Natural Gas Pipeline Activities
13. Bank Stabilization
14. Linear Transportation Projects
15. U.S. Coast Guard Approved Bridges
16. Return Water From Upland Contained Disposal Areas
17. Hydropower Projects
18. Minor Discharges
19. Minor Dredging
20. Response Operations for Oil or Hazardous Substances
21. Surface Coal Mining Activities
22. Removal of Vessels
23. Approved Categorical Exclusions
24. Indian Tribe or State Administered Section 404 Programs
25. Structural Discharges
26. [Reserved]
27. Aquatic Ecosystem Restoration, Enhancement, and Establishment Activities
28. Modifications of Existing Marinas

¹ The 2026 Nationwide Permits, General Conditions, District Engineer's Decision, Further Information, and Definitions were published in the Federal Register on January 8, 2026 (91 FR 768).

29. Residential Developments
30. Moist Soil Management for Wildlife
31. Maintenance of Existing Flood Control Facilities
32. Completed Enforcement Actions
33. Temporary Construction, Access, and Dewatering
34. Cranberry Production Activities
35. Maintenance Dredging of Existing Basins
36. Boat Ramps
37. Emergency Watershed Protection and Rehabilitation
38. Cleanup of Hazardous and Toxic Waste
39. Commercial and Institutional Developments
40. Agricultural Activities
41. Reshaping Existing Drainage and Irrigation Ditches
42. Recreational Facilities
43. Stormwater Management Facilities
44. Mining Activities
45. Repair of Uplands Damaged by Discrete Events
46. Discharges in Ditches
47. [Reserved]
48. Commercial Shellfish Mariculture Activities
49. Coal Remining Activities
50. Underground Coal Mining Activities
51. Land-Based Renewable Energy Generation Facilities
52. Water-Based Renewable Energy Generation Pilot Projects
53. Removal of Low-Head Dams
54. Living Shorelines
55. Seaweed Mariculture Activities
56. [Reserved]
57. Electric Utility Line and Telecommunications Activities
58. Utility Line Activities for Water and Other Substances
59. Water Reclamation and Reuse Facilities
60. Activities to Improve Passage of Fish and Other Aquatic Organisms

Nationwide Permit General Conditions

1. Navigation
2. Aquatic Life Movements
3. Spawning Areas
4. Migratory Bird Breeding Areas
5. Shellfish Beds
6. Suitable Material
7. Water Supply Intakes
8. Adverse Effects from Impoundments
9. Management of Water Flows
10. Fills Within 100-Year Floodplains
11. Equipment

12. Soil Erosion and Sediment Controls
13. Removal of Temporary Fills
14. Proper Maintenance
15. Single and Complete Project
16. Wild and Scenic Rivers
17. Tribal Rights
18. Endangered Species
19. Migratory Birds and Bald and Golden Eagles
20. Historic Properties
21. Discovery of Previously Unknown Remains and Artifacts
22. Designated Critical Resource Waters
23. Mitigation
24. Safety of Impoundment Structures
25. Water Quality
26. Coastal Zone Management
27. Regional and Case-by-Case Conditions
28. Use of Multiple Nationwide Permits
29. Transfer of Nationwide Permit Verifications
30. Compliance Certification
31. Activities Affecting Structures or Works Built by the United States
32. Pre-Construction Notification

District Engineer's Decision

Further Information

Nationwide Permit Definitions

Best management practices (BMPs)
Compensatory mitigation
Currently serviceable
Direct effects
Discharge
Ecological reference
Enhancement
Establishment (creation)
High Tide Line
Historic property
Independent utility
Indirect effects
Loss of waters of the United States
Nature-based solutions
Navigable waters
Non-tidal wetland
Open water
Ordinary high water mark

Perennial stream
Practicable
Pre-construction notification
Preservation
Re-establishment
Rehabilitation
Restoration
Riffle and pool complex
Riparian areas
Shellfish seeding
Single and complete linear project
Single and complete non-linear project
Stormwater management
Stormwater management facilities
Stream bed
Stream channelization
Structure
Tidal wetland
Tribal lands
Tribal rights
Vegetated shallows
Waterbody

B. Nationwide Permits

1. Aids to Navigation. The placement of aids to navigation and regulatory markers that are approved by and installed in accordance with the requirements of the U.S. Coast Guard (see 33 CFR, chapter I, subchapter C, part 66). (Authority: Section 10 of the Rivers and Harbors Act of 1899 (Section 10))

2. Structures in Artificial Canals. Structures constructed in artificial canals within principally residential developments where the connection of the canal to a navigable water of the United States has been previously authorized (see 33 CFR 322.5(g)). (Authority: Section 10)

3. Maintenance. (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and

debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

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

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

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

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

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



Environmental Summary Sheet

WIN: 28148.00

Date Submitted: 7/22/2026

Town: Biddeford, Rt. 111 Culvert (1088540) Rehabilitation

CPD Team Leader: Joshua Brown

ENV Field Contact (Regional Coordinator): Justin Sweitzer

NEPA Complete:

Section 106

Review Complete: Programmatic Agreement Section G
Section 106 Resources: None

Section 4(f) and 6(f)

Section 4(f)
No properties

Section 6(f)
No properties

Maine Department of Inland Fisheries and Wildlife Essential Habitat

Richardson Brook supports brook trout. To minimize effects to trout, all in-water work must be completed during the June 1 – September 30 in-water work window.

Section 7

Tricolored Bat: No Jeopardy
Monarch Butterfly: No Jeopardy

Essential Fish Habitat

No Adverse Effect

Maine Department of Agriculture, Conservation, and Forestry

Public Lands, Submerged Land Lease: NA
Maine Land Use Planning Commission: NA

Maine Department of Environmental Protection

Exempt per 480(Q)

Army Corps of Engineers: Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act. Non-Reporting under GP 3

Stormwater Review

NA, based on scope

Hazardous Materials Review

No Hazardous materials anticipated

Special Provisions Required

Special Provision 203 – Streambed Material

N/A ☒ Applicable ☐

Special Provision 105-Environmental Requirements

N/A ☐ Applicable ☒

Standard Specification 656-Erosion Control Plan

N/A ☐ Applicable ☒

Special Provision 610 – Void Filled RipRap

N/A ☐ Applicable ☒

Special Provision 610-Streambed Rock Features

N/A ☒ Applicable ☐