

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:** (____) _____

7

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. Consultant Information - *This section must be completed by the Consultant and as an attachment to Technical Proposals for new contracts and contract modifications.*

Consultant Name: _____

Consultant Email Address: _____ Contract Date: _____

Federal Project WIN: _____ Project Location: _____

SECTION B. COMMITMENT DETAILS – Consultant and all proposed subcontractant information are 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 3 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 ☐ Original Contract ☐ Modification

Received Date: _____ Verified by: _____

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>

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)

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 New construction of a 10' wide paved shared-use trail within the Mountain Division Corridor in the towns of Fryeburg, Brownfield and Hiram" will be received from contractors at the Reception Desk, MaineDOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on October 21, 2026, and at that time and place, publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must have completed, or successfully complete a Highway Construction or project specific prequalification to be considered for the award of this contract. We now accept electronic bids for bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: The Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. 2685810 WIN 026858.10

Location: In Oxford County, project is located on the paved shared-use trail within the Mountain Division Corridor. Segment 1 begins at the existing Mountain Division Trail in Fryeburg at Portland Street (Route 113) and extends south 3.5 miles to Denmark Road (Route 160) in Brownfield.

Segment 2 begins at Denmark Road (Route 160) and extends south 6.5 miles to Mountain View Avenue in Hiram.

These two segments for 10 miles are the first in a six-segment corridor of the full 31-mile trail from Fryeburg to Standish.

Outline of Work: New construction of a 10' wide paved shared-use trail within the Mountain Division Corridor 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 **Daniel Loring** 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 **\$236.00 (\$248.00 by mail)**. Half size plans **\$118.00 (\$123.00 by mail)**, Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

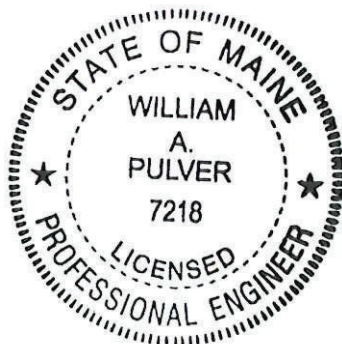
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of 5% of the bid amount, payable to Treasurer,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

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

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

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

Augusta, Maine
September 30, 2026



A handwritten signature in blue ink, appearing to read "W. A. Pulver".

WILLIAM A. PULVER P. E.
CHIEF ENGINEER

9/25/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 14

Proposal ID: 026858.10

Project(s): 026858.10

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	201.12 SELECTIVE CLEARING AND THINNING	5.000 AC	_____	_____	_____	_____
0020	201.40 REMOVAL OF DEBRIS CATTLE PASS	LUMP SUM	LUMP SUM	_____	_____	_____
0030	201.40 REMOVAL OF DEBRIS SACO TRIBUTARY B	LUMP SUM	LUMP SUM	_____	_____	_____
0040	202.19 REMOVING EXISTING BRIDGE (3500 LB STEEL, 100 CY STONE)	LUMP SUM	LUMP SUM	_____	_____	_____
0050	202.202 REMOVING PAVEMENT SURFACE	1,650.000 SY	_____	_____	_____	_____
0060	202.401 REMOVE EXISTING TRACK	54,200.000 TF	_____	_____	_____	_____
0070	203.20 COMMON EXCAVATION	2,690.000 CY	_____	_____	_____	_____
0080	203.25 GRANULAR BORROW	90.000 CY	_____	_____	_____	_____
0090	203.33 SPECIAL FILL	15.000 CY	_____	_____	_____	_____
0100	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES (PLAN QUANTITY)	270.000 CY	_____	_____	_____	_____
0110	304.10 AGGREGATE SUBBASE COURSE - GRAVEL (MODIFIED)	21,400.000 CY	_____	_____	_____	_____
0120	304.14 AGGREGATE BASE COURSE - TYPE A	65.000 CY	_____	_____	_____	_____

9/25/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 2 of 14

Proposal ID: 026858.10

Project(s): 026858.10

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	403.208 HOT MIX ASPHALT 12.5 MM HMA SURFACE	280.000 T	_____	_____	_____	_____
0140	403.210 HOT MIX ASPHALT 9.5 MM	6,750.000 T	_____	_____	_____	_____
0150	403.213 HOT MIX ASPHALT 12.5 MM BASE	570.000 T	_____	_____	_____	_____
0160	409.15 BITUMINOUS TACK COAT - APPLIED	190.000 G	_____	_____	_____	_____
0170	424.381 ASPHALTIC RECREATIONAL CROSSINGS, 2 INCH DEPTH	160.000 SY	_____	_____	_____	_____
0180	502.21 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	15.000 CY	_____	_____	_____	_____
0190	502.2484 UNDERWATER GROUT BAGS	210.000 CF	_____	_____	_____	_____
0200	502.32 STRUCTURAL CONCRETE CULVERT ENDWALLS	10.000 CY	_____	_____	_____	_____
0210	502.40 STRUCTURAL CONCRETE BOX CULVERTS	20.000 CY	_____	_____	_____	_____
0220	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	4,950.000 LB	_____	_____	_____	_____
0230	503.13 REINFORCING STEEL, PLACING	4,950.000 LB	_____	_____	_____	_____

9/25/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 3 of 14

Proposal ID: 026858.10

Project(s): 026858.10

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0240	504.701 STRUCTURAL STEEL FABRICATED AND DELIVERED, ROLLED (17,000 LB)	LUMP SUM	LUMP	SUM	_____	_____
0250	504.71 STRUCTURAL STEEL ERECTION (17,000 LB)	LUMP SUM	LUMP	SUM	_____	_____
0260	511.07 COFFERDAM: BURNT MEADOW BROOK (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0270	511.07 COFFERDAM: BURNT MEADOW BROOK (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0280	511.07 COFFERDAM: BURNT MEADOW TRIBUTARY (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0290	511.07 COFFERDAM: BURNT MEADOW TRIBUTARY (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0300	511.07 COFFERDAM: CULVERT A (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0310	511.07 COFFERDAM: CULVERT A (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0320	511.07 COFFERDAM: CULVERT B (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0330	511.07 COFFERDAM: CULVERT B (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0340	511.07 COFFERDAM: LITTLE SACO TRIBUTARY (INLET)	LUMP SUM	LUMP	SUM	_____	_____

9/25/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 4 of 14

Proposal ID: 026858.10

Project(s): 026858.10

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0350	511.07 COFFERDAM: LITTLE SACO TRIBUTARY (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0360	511.07 COFFERDAM: RED MILL BROOK (ABUTMENT 1)	LUMP SUM	LUMP	SUM	_____	_____
0370	511.07 COFFERDAM: RED MILL BROOK (ABUTMENT 2)	LUMP SUM	LUMP	SUM	_____	_____
0380	511.07 COFFERDAM: SACO TRIBUTARY A (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0390	511.07 COFFERDAM: SACO TRIBUTARY A (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0400	511.07 COFFERDAM: SACO TRIBUTARY B (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0410	511.07 COFFERDAM: SACO TRIBUTARY B (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0420	511.07 COFFERDAM: SHEPARDS BROOK (ABUTMENT 1)	LUMP SUM	LUMP	SUM	_____	_____
0430	511.07 COFFERDAM: STA. 1946+42 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0440	511.07 COFFERDAM: STA. 1946+42 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0450	511.07 COFFERDAM: STA. 1955+73 (INLET)	LUMP SUM	LUMP	SUM	_____	_____

9/25/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 5 of 14

Proposal ID: 026858.10

Project(s): 026858.10

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0460	511.07 COFFERDAM: STA. 1955+73 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0470	511.07 COFFERDAM: STA. 1957+15 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0480	511.07 COFFERDAM: STA. 1957+15 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0490	511.07 COFFERDAM: STA. 1987+85 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0500	511.07 COFFERDAM: STA. 1987+85 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0510	511.07 COFFERDAM: STA. 1998+04 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0520	511.07 COFFERDAM: STA. 1998+04 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0530	511.07 COFFERDAM: STA. 2002+41 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0540	511.07 COFFERDAM: STA. 2002+41 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0550	511.07 COFFERDAM: STA. 2011+35 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0560	511.07 COFFERDAM: STA. 2011+35 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0570	511.07 COFFERDAM: STA. 2022+59 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0580	511.07 COFFERDAM: STA. 2022+59 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____

9/25/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 6 of 14

Proposal ID: 026858.10

Project(s): 026858.10

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0590	511.07 COFFERDAM: STA. 2028+73 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0600	511.07 COFFERDAM: STA. 2028+73 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0610	511.07 COFFERDAM: STA. 2035+19 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0620	511.07 COFFERDAM: STA. 2035+19 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0630	511.07 COFFERDAM: STA. 2139+69 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0640	511.07 COFFERDAM: STA. 2139+69 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0650	511.07 COFFERDAM: STA. 2218+26 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0660	511.07 COFFERDAM: STA. 2218+26 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0670	511.07 COFFERDAM: STA. 2261+90 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0680	511.07 COFFERDAM: STA. 2261+90 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0690	511.07 COFFERDAM: STA. 2326+64 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0700	511.07 COFFERDAM: STA. 2326+64 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0710	511.07 COFFERDAM: STA. 2328+09 (INLET)	LUMP SUM	LUMP	SUM	_____	_____

9/25/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 7 of 14

Proposal ID: 026858.10

Project(s): 026858.10

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0720	511.07 COFFERDAM: STA. 2328+09 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0730	511.07 COFFERDAM: STA. 2330+79 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0740	511.07 COFFERDAM: STA. 2330+79 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0750	511.07 COFFERDAM: STA. 2332+47 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0760	511.07 COFFERDAM: STA. 2332+47 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0770	511.07 COFFERDAM: STA. 2338+51 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0780	511.07 COFFERDAM: STA. 2338+51 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0790	511.07 COFFERDAM: STA. 2361+97 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0800	511.07 COFFERDAM: STA. 2361+97 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0810	511.07 COFFERDAM: STA. 2369+89 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0820	511.07 COFFERDAM: STA. 2369+89 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0830	511.07 COFFERDAM: STA. 2375+81 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0840	511.07 COFFERDAM: STA. 2375+81 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____

9/25/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 8 of 14

Proposal ID: 026858.10

Project(s): 026858.10

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0850	511.07 COFFERDAM: STA. 2387+94 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0860	511.07 COFFERDAM: STA. 2387+94 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0870	511.07 COFFERDAM: STA. 2389+87 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0880	511.07 COFFERDAM: STA. 2389+87 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0890	511.07 COFFERDAM: STA. 2392+38 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0900	511.07 COFFERDAM: STA. 2392+38 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0910	511.07 COFFERDAM: STA. 2400+13 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0920	511.07 COFFERDAM: STA. 2400+13 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0930	511.07 COFFERDAM: STA. 2403+39 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0940	511.07 COFFERDAM: STA. 2403+39 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0950	511.07 COFFERDAM: STA. 2416+13 (INLET)	LUMP SUM	LUMP	SUM	_____	_____
0960	511.07 COFFERDAM: STA. 2416+13 (OUTLET)	LUMP SUM	LUMP	SUM	_____	_____
0970	518.60 REPAIR OF VERTICAL SURFACES < 8 IN.	150.000 SF	_____	_____	_____	_____

9/25/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 9 of 14

Proposal ID: 026858.10

Project(s): 026858.10

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0980	523.52 BEARING INSTALLATION	20.000 EA	_____	 _____	_____	 _____
0990	523.5401 LAMINATED ELASTOMERIC BEARINGS, FIXED	6.000 EA	_____	 _____	_____	 _____
1000	523.5402 LAMINATED ELASTOMERIC BEARINGS, EXPANSION	6.000 EA	_____	 _____	_____	 _____
1010	523.5403 PLAIN ELASTOMERIC BEARINGS	8.000 EA	_____	 _____	_____	 _____
1020	525.261 REPOINTING GRANITE MASONRY	520.000 LF	_____	 _____	_____	 _____
1030	525.331 ADDITIONAL STONES FOR MASONRY WALL	10.000 CY	_____	 _____	_____	 _____
1040	525.45 GRANITE BOX CULVERT RECONSTRUCTION CULVERT B	LUMP SUM	LUMP	 SUM	_____	 _____
1050	525.45 GRANITE BOX CULVERT RECONSTRUCTION LITTLE SACO TRIBUTARY	LUMP SUM	LUMP	 SUM	_____	 _____
1060	525.45 GRANITE BOX CULVERT RECONSTRUCTION SACO TRIBUTARY A	LUMP SUM	LUMP	 SUM	_____	 _____
1070	525.45 GRANITE BOX CULVERT RECONSTRUCTION SACO TRIBUTARY B	LUMP SUM	LUMP	 SUM	_____	 _____

9/25/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 10 of 14

Proposal ID: 026858.10

Project(s): 026858.10

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1080	525.46 GRANITE BOX CULVERT INVERT REGRAIDING	30.000 EA	_____	_____	_____	_____
1090	525.47 GRANITE BOX CULVERT INFILTRATION REPAIR	300.000 SF	_____	_____	_____	_____
1100	525.48 GRANITE BOX CULVERT END REPAIR	15.000 EA	_____	_____	_____	_____
1110	525.54 MASONRY TIE PLATE (4 TIES)	LUMP SUM	LUMP	SUM	_____	_____
1120	525.61 EXISTING GRANITE WALL REPAIR CULVERT A	LUMP SUM	LUMP	SUM	_____	_____
1130	525.61 EXISTING GRANITE WALL REPAIR RED MILL BROOK	LUMP SUM	LUMP	SUM	_____	_____
1140	528.10 HEAVY TIMBER CONSTRUCTION BURNT MEADOW TRIBUTARY (15 CF)	LUMP SUM	LUMP	SUM	_____	_____
1150	528.10 HEAVY TIMBER CONSTRUCTION PIERCES BROOK (476 CF)	LUMP SUM	LUMP	SUM	_____	_____
1160	528.10 HEAVY TIMBER CONSTRUCTION RED MILL BROOK (15 CF)	LUMP SUM	LUMP	SUM	_____	_____
1170	528.601 STRUCTURAL TIMBER DECKING CATTLE PASS (85 SF)	LUMP SUM	LUMP	SUM	_____	_____
1180	528.601 STRUCTURAL TIMBER DECKING LITTLE SACO (285 SF)	LUMP SUM	LUMP	SUM	_____	_____

9/25/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 11 of 14

Proposal ID: 026858.10

Project(s): 026858.10

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1190	528.601 STRUCTURAL TIMBER DECKING PIERCES BROOK (720 SF)	LUMP SUM	LUMP	SUM	_____	_____
1200	528.601 STRUCTURAL TIMBER DECKING RED MILL BROOK (255 SF)	LUMP SUM	LUMP	SUM	_____	_____
1210	528.601 STRUCTURAL TIMBER DECKING SHEPARDS BROOK (820 SF)	LUMP SUM	LUMP	SUM	_____	_____
1220	528.601 STRUCTURAL TIMBER DECKING TEN MILE BROOK (885 SF)	LUMP SUM	LUMP	SUM	_____	_____
1230	603.169 15 INCH CULVERT PIPE OPTION III	122.000 LF	_____	_____	_____	_____
1240	603.179 18 INCH CULVERT PIPE OPTION III	150.000 LF	_____	_____	_____	_____
1250	603.199 24 INCH CULVERT PIPE OPTION III	166.000 LF	_____	_____	_____	_____
1260	606.611 TIMBER GUARDRAIL	540.000 LF	_____	_____	_____	_____
1270	607.156 SWING GATE - 10 FOOT	18.000 EA	_____	_____	_____	_____
1280	607.22 CEDAR RAIL FENCE	26,700.000 LF	_____	_____	_____	_____
1290	608.26 CURB RAMP DETECTABLE WARNING FIELD	360.000 SF	_____	_____	_____	_____
1300	609.31 CURB TYPE 3	35.000 LF	_____	_____	_____	_____

9/25/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 12 of 14

Proposal ID: 026858.10

Project(s): 026858.10

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1310	610.08 PLAIN RIPRAP	1,370.000 CY				
1320	610.09 HAND LAID RIPRAP	20.000 CY				
1330	610.213 VOID FILLED RIPRAP	90.000 CY				
1340	613.319 EROSION CONTROL BLANKET	8,150.000 SY				
1350	615.07 LOAM	3,350.000 CY				
1360	618.14 SEEDING METHOD NUMBER 2	530.000 UN				
1370	618.149 SPECIAL SEED MIX	10.000 UN				
1380	619.12 MULCH	540.000 UN				
1390	620.58 EROSION CONTROL GEOTEXTILE	3,250.000 SY				
1400	626.421 24 INCH DIAMETER FOUNDATION	70.000 LF				
1410	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	1,600.000 LF				
1420	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	750.000 SF				
1430	629.05 HAND LABOR, STRAIGHT TIME	40.000 HR				

9/25/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 13 of 14

Proposal ID: 026858.10

Project(s): 026858.10

SECTION: 1 INITIAL GROUP

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1440	629.07 STONE MASON	100.000 HR	_____	_____	_____	_____
1450	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	60.000 HR	_____	_____	_____	_____
1460	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	20.000 HR	_____	_____	_____	_____
1470	639.18 FIELD OFFICE TYPE A	1.000 EA	_____	_____	_____	_____
1480	643.621 RECTANGULAR RAPID FLASHING BEACON ASSEMBLY	2.000 EA	_____	_____	_____	_____
1490	643.92 PEDESTAL POLE	8.000 EA	_____	_____	_____	_____
1500	645.110 REMOVE AND DISPOSE HIGHWAY SIGN	8.000 EA	_____	_____	_____	_____
1510	645.292 REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGNS TYPE II	220.000 SF	_____	_____	_____	_____
1520	645.305 SIGN MOUNTED BEACON ARRAY Fryeburg	LUMP SUM	LUMP SUM		_____	_____
1530	645.305 SIGN MOUNTED BEACON ARRAY Hiram	LUMP SUM	LUMP SUM		_____	_____
1540	652.312 TYPE III BARRICADE	20.000 EA	_____	_____	_____	_____

9/25/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 14 of 14

Proposal ID: 026858.10

Project(s): 026858.10

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1550	652.33 DRUM	50.000 EA	_____	_____	_____	_____
1560	652.34 CONE	100.000 EA	_____	_____	_____	_____
1570	652.35 CONSTRUCTION SIGNS	730.000 SF	_____	_____	_____	_____
1580	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP SUM	LUMP SUM		_____	_____
1590	652.38 FLAGGER	840.000 HR	_____	_____	_____	_____
1600	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP SUM		_____	_____
1610	659.10 MOBILIZATION	LUMP SUM	LUMP SUM		_____	_____
1620	841.49 BOLLARDS - COLLAPSIBLE	19.000 EA	_____	_____	_____	_____
Section: 1			Total:		_____	_____
			Total Bid:		_____	_____

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN **026858.10** for **new construction of a 10' wide paved shared-use trail within the Mountain Division Corridor** in the town of **Fryeburg, Brownfield, and Hiram** County of **Oxford**, 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 27, 2028**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2026 Edition* and related Special Provisions.

C. Price.

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

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

D. Contract.

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

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2026 Edition*, *Standard Details March 2026 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 026858.10, new construction of a 10' wide paved shared-use trail within the Mountain Division Corridor**, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items."

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

As Offeror also agrees:

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

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

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

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

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Dale F. Doughty, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN **026858.10** for **new construction of a 10' wide paved shared-use trail within the Mountain Division Corridor** in the town of **Fryeburg, Brownfield, and Hiram** County of **Oxford**, 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 27, 2028**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2026 Edition* and related Special Provisions.

C. Price.

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

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

D. Contract.

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

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2026 Edition*, *Standard Details March 2026 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 026858.10, new construction of a 10' wide paved shared-use trail within the Mountain Division Corridor**, 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

.....

MAP - 026858.10 - FRYEBURG 1



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0.15
Miles
1 inch = 0.17 miles

Date: 9/21/2026
Time: 12:02:11 PM
43

MAP - 026858.10 - BROWNFIELD 1



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0.15
Miles
1 inch = 0.17 miles

Date: 9/21/2026
Time: 12:03:05 PM
44

MAP - 026858.10 - BROWNFIELD 2



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0.15
Miles
1 inch = 0.17 miles

Date: 9/21/2026
Time: 11:59:43 AM
45

MAP - 026858.10 - HIRAM 1



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0.15
Miles
1 inch = 0.17 miles

Date: 9/21/2026
Time: 11:57:13 AM
46

MAP - 026858.10 - HIRAM 2



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0.15
Miles
1 inch = 0.17 miles

Date: 9/21/2026
Time: 12:00:58 PM
47

An aerial photograph of Hiram, Georgia, with a semi-transparent map overlay. The map shows the Saco River winding through the town. Major roads are labeled, including Hiram Hill Rd, Mountain Division, and several local streets like King St, Wilderness Ln, Bullring Rd, and Hiawatha Ln. A blue dot is placed on Mountain Division near the center of the town, labeled 'HIRAM'. Highway markers for 113 and 5 are visible. The surrounding area is mostly green, indicating forested land, with some residential and commercial buildings scattered throughout.

Date: 9/21/2026
Time: 12:03:42 PM
48

MAP - 026858.10 - WHOLE TRAIL



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1
Miles
1 inch = 1.28 miles

Date: 9/21/2026
Time: 12:04:27 PM
49

State: Maine

Construction Types: Highway

Counties: Maine Counties of
Oxford

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

ENGI0004-022 04/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: GRADER/BLADE, MILLING MACHINE.....	\$ 30.17	13.80

SUME2014-035 06/23/2017

	Rates	Fringes
TRUCK DRIVER: TACKTRUCK.....	\$ 20.18	7.75
TRUCK DRIVER: DUMP TRUCK.....	\$ 15.83	1.16
TRAFFIC CONTROL: LABORER-CONES/ BARRICADES/BARRELS - SETTER/MOVER/SWEEPER.....	\$ 17.47	4.80
TRAFFIC CONTROL: FLAGGER.....	\$ 9.38	0.00
OPERATOR: ROLLER ASPHALT.....	\$ 24.16	3.55
OPERATOR: ROLLER (EARTH).....	\$ 16.43	3.40
OPERATOR: SCREED.....	\$ 19.02	4.82
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE).....	\$ 21.46	8.78
OPERATOR: MECHANIC.....	\$ 22.07	8.73
OPERATOR: LOADER.....	\$ 18.59	5.53
OPERATOR: BULLDOZER.....	\$ 17.30	3.50
OPERATOR: BROOM/SWEEPER.....	\$ 19.09	5.20
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....	\$ 20.38	1.66
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....	\$ 18.80	4.16
LABORER: WHEELMAN.....	\$ 15.64	4.29
LABORER: LANDSCAPE.....	\$ 18.69	2.70
LABORER: COMMON OR GENERAL.....	\$ 15.83	1.99
LABORER: ASPHALT, INCLUDES RAKER, SHOVELER, SPREADER AND DISTRIBUTOR.....	\$ 15.40	2.69
IRONWORKER, REINFORCING.....	\$ 16.27	0.00
HIGHWAY/PARKING LOT STRIPING: LABORER.....	\$ 14.80	1.27
CARPENTER, INCLUDES FORM WORK.....	\$ 18.34	2.84

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.

=====
END OF GENERAL DECISION

"

SPECIAL PROVISIONS
SECTION 104 – GENERAL SCOPE OF WORK (Utility Coordination)

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/railroad summaries below.

All work shall be performed in accordance with Section 104.4.6 Utility Coordination of the MaineDOT Standard Specifications.

OVERVIEW

Utility	Aerial	Subsurface	Contact Person	Contact Phone
Central Maine Power Company	X		Jason Ward	(207) 242-5398
Fidium	X	X	Michael McPherson	(207) 217-7711
MaineDOT Railroad		X	Lucas Gould	(207) 215-0362
Spectrum/Charter	X		John Mahany	(603) 730-9116

Temporary utility 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/Railroad unless otherwise specified herein.

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

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

Utility working days are Monday through Friday.

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.

SUBSURFACE

Subsurface Utility adjustments are **NOT** anticipated as part of this project. Though unexpected, if subsurface utility adjustments or installations become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the Utilities in conjunction with the work by the Contractor, or after the Contractor has finished their work.

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 PROVISION
SECTION 104 - GENERAL RIGHTS AND RESPONSIBILITIES
(Cooperation With Other Contractors)

104.4.7 ***Cooperation With Other Contractors*** - The following is added to Standard Specifications Subsection:

The Department plans to award other contracts near or within the limits of this Contract.

The Contract is unnamed at this time and includes the installation of signs, kiosks, benches and other trail improvement incidentals along the trail and within the proposed parking areas.

The Contractor shall attend periodic meetings, as needed, for the other project in the vicinity of this project. The periodic meetings will be held in the project vicinity as directed by the Resident. The intent of these meetings is to ensure coordination between projects with respect to safety, traffic control, and schedule.

The Contractor shall cooperate and coordinate Work activities with the Department of Transportation projects and surrounding towns.

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

- I. In Stream Work is defined in the Standard Specifications (Section 101.2) and shown on the project plans. In Stream Work applies at the following locations and special conditions shall apply to the project:
- A. In Stream Work Locations:
1. Station 1977+33
 2. Station 2020+25
 3. Station 2262+00
 4. Station 2311+00
 5. Station 2330+75
 6. Station 2361+90
 7. Station 2389+80
 8. Station 2392+50
 9. Station 2393+75
 10. Station 2400+00
 11. Station 2345+90
 12. Station 2465+60
- B. In Stream Work Requirements
1. In Stream Work at the above listed locations shall occur between July 15 and September 30. This is a time of year restriction.
 2. If standing or flowing water is present at the above listed culvert or drainage outlet locations, In Stream Work shall be conducted within a cofferdam constructed in adherence with the Contractor's SEWPCP for this project.
 3. Turbidity shall be visually monitored, and all erosion controls shall be inspected daily. If any erosion control measures are ineffective or not properly functioning, immediate action shall be taken to repair, replace, or reinforce as necessary.
 4. The contractor shall fully remove cofferdams immediately following completion of In Stream Work using techniques to minimize turbidity releases. The Contractor shall restore all areas of temporary stream bottom disturbance to their original contour and character upon completion of the project.
 5. No work shall be allowed that completely blocks a river, stream or brook without providing downstream flow.
 6. All in-water excavation including excavation to place rip rap shall be conducted within a sealed cofferdam.
 7. Bypass pumping systems shall be sized to accommodate the predicted peak flow rate during construction. Predicted peak flows are provided to the contractor in the bid documents.
 8. When utilizing pumps to dewater cofferdams, in order to prevent juvenile fish entrapment related to dewatering diversions, the Contractor will use a screen on each pump intake designed such that the approach velocity does not exceed 0.20 feet/second. Square or round screen face openings are not to exceed 3/32 inches (2.38 millimeters) measured on a diagonal. Criteria for slotted face openings shall not exceed 1/16 inches (approximately 1.75 millimeters) in the narrow direction. These screen criteria follow National Marine Fisheries Service (NMFS) guidance (NMFS 2008). Intake hoses shall be regularly monitored while pumping to minimize effects to fish.
 9. Stabilization techniques (such as placing sheets of poly at the bypass outlet) shall be used to protect the stream from scour caused by the high water velocities associated with bypass pumping activities.

10. Sheet pile driving (if utilized) shall be completed using a vibratory hammer.
- II. The Mountain Division Railroad for the full extents of the Project is a historic resource. MaineDOT has completed consultation in accordance with Section 106 of the National Historic Preservation Act and Programmatic Agreement for the Project as presented. The contractor shall comply with the provisions from Standard Specification 105.9 related to changes in the design at culverts which contribute to the historic nature of the corridor including tree clearing or project materials. The following is Project-specific:
- A. The Project is located within Section 106 Resources and Section 4(f) resources:
 1. Eligible or National Register Listed resources and districts
 - a) Mountain Division Railroad (project extents)
Station 1944+50 to 2478+00
 - b) Eligible culverts contributing to the historic nature of the railroad
Station 2008+86.70
Station 2011+34.7
Station 2020+21.23
Station 2022+59.21
Station 2028+73.54
Station 2035+19.02
Station 2105+75
Station 2139+69.21
Station 2241+75
Station 2267+50
Station 2330+79.14
Station 2361+97.71
Station 2387+94.03
Station 2389+87.82
Station 2392+38.89
Station 2400+13.61
Station 2403+39.95
 - B. Deviations from the approved project design during construction at the above-specified culvert or bridge stations shall be approved by the MaineDOT Project Manager. Changes could have adverse effects to the historic resources and jeopardize federal funding.
- III. Wetlands are defined in the Standard Specifications (Section 101.2) and shown on the project plans. The following special conditions shall apply to this project:
- A. To minimize the spread of invasive species, straw mulch shall be utilized for soil stabilization in disturbed wetland areas (hay mulch may be used in other areas). Wetland impact areas are shown in the permit documents at the following approximate stations:
 1. Station 2139+75
 2. Station 2232+40
 3. Station 2241+25
 - B. Conditions of the Maine Army Corps of Engineers Nationwide Permit shall apply to this project (see permit and conditions in the contract documents).
 - C. All off-road equipment working within 25-feet of a stream (RUS/OHWM lines on plans) shall be cleaned to remove all soil, seeds, vegetation, or other debris that could contain seeds or reproductive portions of plants prior to entering the area to minimize the spread of noxious weeds. All equipment shall be inspected prior to offloading to evaluate if they are clean.

- D. All areas of temporary waterway or wetland fill shall be restored to their original contour and character upon completion of the project. Temporary fill includes fill that received authorization and fill that mistakenly enters a resource (i.e., from slope failures, accidental broken sandbag cofferdams).
 - E. All areas of disturbed soil shall be mulched and seeded with the approved seed mix (See Special Provision 618) following construction and/or planted with woody vegetation and trees appropriate during the first available planting season. In areas where there is little to no slope, and erosion and invasive species establishment is unlikely, the native woody vegetation on the site shall be allowed to regenerate naturally.
 - F. Grubbing (removal) of roots and stumps shall only occur in those areas subject to permanent impacts.
 - G. No equipment, materials, or machinery shall be stored, cleaned, fueled, or repaired within any wetland or stream resource. These activities shall occur more than 100 feet from any wetland or stream resource and shall follow the specifications in the SPCC Plan.
 - H. All pumps and generators required for in stream work shall be cleaned of external oil, grease, dirt, and mud such that turbid water does not drain to any wetland or stream. Any leaks of this equipment shall be fixed prior to entering streams or areas that drain directly to streams or wetlands. Operation shall follow the specifications of the SPCC Plan.
 - I. Permanent rip rap placed in the stream below the bank full elevation (Q1) shall be covered by coarse streambed material (CSM, SP 203 - Special Fill).
 - J. All rip rap placed outside of a cofferdam shall be cleaned prior to installation.
 - K. Heavy construction equipment shall travel only over non-erodible substrate (e.g., ledge, cobble) of flowing streams and when approved by the MaineDOT Environmental Field Contact.
 - L. The Contractor shall hold a pre-construction meeting with appropriate MaineDOT Environmental Office staff, other MaineDOT staff, and the Contractor(s) to review all procedures and requirements for avoiding and minimizing impacts. The following individuals/agencies shall be invited: ACOE (Rachel Antieau, Rachel.h.antieau@usace.army.mil); U.S. Fish and Wildlife Service (Sarah Rubenstein, sarah_rubenstein@fws.gov).
 - M. The Contractor shall notify the Resident no less than 2 business days prior to the placement of cofferdams. After cofferdams are placed and before the work area is dewatered, a fish evacuation will be performed by or as directed by the MaineDOT Biologist.
- IV. Saco River Corridor Commission regulates land use activities in uplands and wetlands within 500 feet of the Saco River, the Ossipee River, and the 100-year floodplain of the river (up to 1,000 feet when the buffer area intersects with the floodplain) from Saco Bay to the New Hampshire border.
- A. The extents of the corridor jurisdiction within the project area are as follows:
 - 1. Station 1944+50 to 2019+00 (Hiram)
 - 2. Station 2043+00 to 2088+00 (Hiram)
 - 3. Station 2291+00 to 2327+00 (Hiram)
 - B. The following standards are required during construction:
 - 1. In accordance with Chapter 102

- a) Notification of completion of work within the corridor areas.
- b) Notification of variance from what is shown on plans within the corridor areas.
- c) No additional paved areas may be included within the corridor areas.
- d) No drainage outfalls may directly outlet into tributaries of the Saco River.
- 2. In accordance with Chapter 106
 - a) No excavation for fill material sources (e.g., gravel, granular material, rip rap, or topsoil) may occur within areas under SRCC jurisdiction.

V. Protected species are documented to occur within or adjacent to the Project Area. The following measures are required.

- A. Endangered bats may be present in the vicinity of the project. All tree trimming and tree removal shall be minimized to the greatest extents practicable for safety and construction operations.
 - 1. Clearing must occur when the bat are inactive: November 1 – April 14.
- B. Protected reptiles are known to occur in the vicinity of the project. Prior to excavating or using earth-moving machinery on the ballast embankment, the Contractor shall sweep the area for snakes that may be resting or basking on surfaces or in holes prior to initiating work.
 - 1. If snakes or turtles are encountered they may not be harmed or harassed in any manner.
 - 2. If a dead or injured snake or turtle is found, the Contractor shall contact the ENV Office (Jessica Hedgepeth, Biologist: 207-441-2961) for identification and further instruction.

VI. Approvals:

- A. Saco River Corridor Commission: Permit #04-154
- B. Army Corps of Engineers Nationwide Permit 3: NAE-2026-01132: Non-notifying permit.

- 1. Authorized wetland and stream impacts:

	Wetland fill	Stream fill
Permanent	575 SF	0 SF
Temporary	725 SF	1,080 SF

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

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

SPECIAL PROVISION 105
CONSTRUCTION AREA

A Construction Area located in the **Town of Brownfield** has been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

- (a) The section of highway under construction in the Town of Brownfield, Oxford County on Pequawket Trail, Wakefield Road, Indian Trail, Depot Street, Denmark Road and Misty Lane.
- (b) (Pequawket Trail) station 2057+00.00 to station 2060+00.00 and station 33+00.00 to station 36+00.00 of the construction plus approaches.
- (c) (Wakefield Road) station 2124+00.00 to station 2126+00.00 and station 41+00.00 to station 43+00.00 of the construction plus approaches.
- (d) (Indian Trail) station 2193+00.00 to station 2199+00.00 and station 51+00.00 to station 55+00.00 of the construction plus approaches.
- (e) (Depot Street) station 2283+00.00 to station 2285+00.00 and station 62+00.00 to station 63+50.00 of the construction plus approaches.
- (f) (Denmark Road) station 2288+00.00 to station 2290+00.00 and station 70+00.00 to station 72+50.00 of the construction plus approaches.
- (g) (Misty Lane) station 2291+00.00 to station 2293+00.00 and station 80+00.00 to station 83+00.00 of the construction plus approaches.

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 Brownfield** 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

A Construction Area located in the **Town of Fryeburg** has been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

- (a) The section of highway under construction in the Town of Fryeburg, Oxford County on Portland Street.
- (b) (Portland Street) station 2471+00.00 to station 2473+50.00 and 100 LF on Portland Street both sides of the construction plus approaches.

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 Fryeburg** 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

A Construction Area located in the **Town of Hiram** has been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

- (a) The section of highway under construction in the Town of Hiram, Oxford County on Hiram Hill Road and Notch Road.
- (b) (Hiram Hill Road) station 1976+00.00 to station 1977+00.00 and station 12+00.00 to station 14+00.00 of the construction plus approaches.
- (c) (Notch Road) station 2042+00.00 to station 2044+00.00 and station 23+00.00 to station 24+50.00 of the construction plus approaches.

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

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

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

SPECIAL PROVISION
SECTION 105 - GENERAL SCOPE OF WORK
(Boundary Markers)

105.6.4 ***Boundary Markers*** - The following is added to Standard Specifications Subsection:

Granite boundary monuments exist below grade within the centerline of the track at approximately the PC and PT locations. During track and tie removal, some of these monuments may be unearthed and exposed. The Contractor shall notify the Resident when this occurs, and the Contractor shall also locate the coordinates of these monuments by GPS or other survey means and document this information for the Department.

The granite monuments will be stacked on site for the Department. This work shall be incidental to the Contract.

SPECIAL PROVISION
SECTION 105 - GENERAL SCOPE OF WORK
(Traffic Control and Management)

1. The Contractor shall maintain a minimum of one lane of alternating one-way traffic at all times.
2. The Contractor shall provide a minimum roadway width of 24 feet for two-way traffic and 12 feet for one-way alternating traffic.
3. Lane closures shall be a maximum length of 2,000 feet.
4. The Contractor's Traffic Control Plan shall address construction practices and schedules that will be implemented to minimize vehicle, pedestrian, and bicycle disruptions.
5. Only one paving operation is allowed at one time, excluding hand placed paving, unless otherwise approved by the Resident.
6. Work on or near sidewalks will ensure safe passage of pedestrians meeting MUTCD and ADA requirements.

SPECIAL PROVISION
SECTION 107 - TIME
(Allowable Work Times)

1. All travel lanes shall be open to traffic and the roadway in safe operating condition when the contractor suspends work for holidays or extended periods of time as directed.
2. Temporary lane closures with one-way alternating traffic may be allowed during daylight working hours controlled through work areas by Flaggers, as approved by the Resident.

SPECIAL PROVISION
SECTION 107 - TIME
(Contract Time)

- 107.1 ***Contract Time and Contract Completion Date*** - The Contractor will be allowed to commence work on this project as long as all applicable plans required under this Contract have been submitted and approved, and following a pre-construction meeting.

The contract completion date is October 27, 2028.

All work schedule changes must be submitted for approval to the Department a minimum of 48 hours prior to the requested change.

- 107.3.4 ***Seasonal Work Restrictions*** - The Fryeburg Fair is scheduled October 3 – October 10, 2027, and October 1 – October 8, 2028. During these time periods, the Contractor will not be allowed to work on the trail or road crossing up station of Station 2471+00. The existing trailhead parking lot in Fryeburg shall remain open to the public and always be free of Contractor's equipment and materials for the duration of the project, not just during Fair days.

SPECIAL PROVISION
SECTION 201 – CLEARING RIGHT OF WAY
(Removal of Debris)

- 201.01 **Description** - This work shall include the removal and disposal of debris (including timber, tree branches, rubbish, damaged stones, etc.) that has accumulated at the inlet of the Cattle Pass Bridge and Saco Tributary B, above and below the waterline (see image below).



Image 1 – Debris at Inlet (Cattle Pass)



Image 2 – Debris at Culvert Inlet (Little Saco)

201.03 **General** - All work shall be in accordance with Maine Department of Environmental Protection's Chapter 305 Permit by Rule – Section 12 – Restoration of Natural Areas. The means and methods to access the work and remove the debris shall be at the Contractor's option, and may include crane and grapple bucket, long reach excavator, cable skidder, laborers, divers, work boats, etc. Wheeled or tracked equipment may not operate in the water. Explosives may not be used. The debris may not be burned in place or dislodged and floated downstream.

The Contractor shall remove one hundred percent of the debris from the bottom of the stream or drainage path (mud line or riprap surface) in the designated area; keeping as little as possible from floating downstream. Debris embedded in the mud that cannot be pulled-out shall be cut-off no greater than three inches above the mud line. Small tree branches less than two inches in diameter and less than three feet in length need not be removed, provided they are lying flat on the river bottom.

The Contractor may visit the site to make their own determination as of the quantity of debris to be removed from the bridge site and disposed of.

All natural debris and other material removed shall be disposed of within the limits of the project right-of-way. All non-natural debris shall be disposed of outside the limits of the right of way. The Contractor shall provide the Resident with an affidavit stating the final location of all disposed material and that the material was disposed in accordance with the Maine Department of Environmental Protection Solid Waste Regulations.

See Section 105.8.1, Temporary Soil Erosion and Water Pollution Control, and Section 656, Temporary Soil Erosion and Water Pollution Control, as they apply to work under this Section.

201.09 **Method of Measurement** - Removal of debris will be paid for at the Contract lump sum price per location, which payment will be full compensation for removal, transportation, beneficial reuse, and disposal of the debris at Contract commencement, completion, and any other times necessary. Payment also includes furnishing all equipment, labor, and incidentals necessary to complete the work

201.10 **Basis of Payment** - The accepted quantities of removal of debris will be paid for at the Contract lump sum, complete.
Payment will be made under:

Pay Item		Pay Unit
201.40	Removal of Debris - Cattle Pass	Lump Sum
201.40	Removal of Debris - Saco Tributary B	Lump Sum

SPECIAL PROVISIONS
SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS
(Removing Pavement Surface)

The March 2026 Revision of the Standard Specifications, Section 202-Removing Structures and Obstructions, subsection 202.051-Removing Pavement Surface, has been removed and replaced in its entirety by the following:

202.051 - Removing Pavement Surface The equipment for removing the bituminous surface shall be a power operated milling machine or grinder capable of removing bituminous concrete pavement to the required depth, transverse cross slope, and profile grade using an automated grade and slope control system. The controls shall automatically increase or decrease the pavement removal depth as required, and readily maintain desired cross slope, to compensate for surface irregularities in the existing pavement course. The equipment shall be capable of accurately establishing profile grades by referencing from a fixed reference such as a 30 foot minimum contact ski (floating beam), 24 foot non-contact ski (floating beam) with 3 or more sensors; or 3 non-contact sensors directly affixed at the fore, mid, and aft points of the milling machine. Systems designed to incorporate a contact sensor located at the mid-point of the milling machine in lieu of the non-contact sensor will be permitted. Grade control sensors shall all be located on the same side. A single sensor, contact or otherwise, shall not be permitted unless otherwise approved by the Department.

The rotary drum shall be a minimum of 7 feet in width and utilize carbide tip tools at a minimum triple wrap configuration. The difference in height from the top of any ridge to the bottom of the groove adjacent to that ridge shall not exceed $\frac{1}{4}$ inch. The forward speed of the milling machine shall be adjusted to produce a milled surface meeting the groove spacing, groove depth, and surface tolerance requirements of this specification. The tools on the revolving cutting drum must be continually maintained and shall be replaced as warranted to provide a uniform pavement texture. The Department may evaluate the texture of the milled surface for information purposes by performing the Sand Patch test according to ASTM E 965.

The Contractor shall locate and remove all objects in the pavement through the work area that would be detrimental to the milling or grinding machine. Any structures or obstructions left within the travel lane or shoulders shall have tapers installed according to Standard Detail 202(01). The finished milled surface will be inspected before being accepted, and any deviations in the profile exceeding $\frac{1}{2}$ inch under a 16 foot string line or straightedge placed parallel to the centerline will be corrected. Any deviations in the cross-slope that exceed $\frac{3}{8}$ inch under a 10 foot string line or straightedge placed transversely to centerline will be corrected. All corrections will be made with approved methods and materials. Any areas that require corrective measures will be subject to the same acceptance tolerances. Excess material that becomes bonded to the milled surface will be removed to the Resident's satisfaction before the area is accepted.

On roadways with adjoining lanes carrying traffic, the Contractor shall remove the pavement surface in each lane per the conditions in Table 1, unless otherwise noted by the Department in Special Provision, Section 105 – Limitations of Operations.

TABLE 1: MILLING CONDITIONS FOR ADJOINING LANES

Depth (At Centerline)	Milling Conditions
Vertical Longitudinal Joint	
2" and less	The Contractor may remove the pavement on a single travel lane width for each production day and will be required to mill the adjacent section of travel lane before the end of the following calendar day.
Greater than 2"	The Contractor shall remove the pavement over the full width of the traveled way section being paved that day.
12:1 Tapered Centerline Joint	
1 ½" to 2"	The Contractor may remove the pavement on a single travel lane width for each production day and will be required to mill the adjacent section of travel lane before weekend or holiday suspension. A maximum unmatched centerline joint length of 0.5 miles will be permitted over the weekend.
Greater than 2"	The Contractor shall remove the pavement on a single travel lane width for each production day and will be required to mill the adjacent section of travel lane before the end of the following calendar day.

The Contractor will be required to remove the pavement over the full width of the mainline traveled way, regardless of highway type, cut depth, or longitudinal joint type prior to Memorial Day, July 4th, Labor Day, suspensions exceeding three days, or other dates as specified by Special Provision, Section 105 – Limitations of Operations.

The Contractor will also be responsible for installing additional warning signage that clearly defines the centerline elevation differential hazard. Unless otherwise addressed in the contract, the Contractor shall install additional centerline delineation such as a double RPM application, or temporary painted line. The Traffic Control Plan shall be amended to include this option and the additional requirements. All signs and traffic control devices will conform to Section 719.01, and Section 652, and will be installed prior to the work, at a maximum spacing of 0.50 mile for the entire length of effected roadway section. If this option is utilized, all additional signing, labor, traffic control devices, or incidentals will not be paid for directly, will be considered incidental to the appropriate 652 items.

On roadways with immediately adjacent shoulders, the Contractor shall remove the pavement surface in each lane per the conditions in Table 2, unless otherwise noted by the Department in Special Provision, Section 105 – Limitations of Operations.

TABLE 2: MILLING CONDITIONS FOR THE EDGE OF TRAVELED WAY

Depth (At Edge of Traveled Way)	Conditions
2" and less	The Contractor may leave a vertical edge joint exposed for up to 21 days after milling is performed. The Contractor shall treat vertical edge joints exposed beyond 21 days per the criteria below.
Greater than 2"	The Contractor shall treat vertical edge joints exposed per the criteria below.

When required by Table 2, the Contractor shall treat vertical edge joints through one of the options below:

1. The vertical edge shall be tapered to a zero edge by means of milling a 12:1 transition from the edge of traveled way onto the shoulder before opening the lane to traffic. Tapers shall be removed to form a vertical edge prior to the placement of the new pavement course. No additional payment will be made for tapers, or taper removal.
2. An additional 2 feet of pavement shall be removed from the shoulder to eliminate the vertical edge at the edge of travelway before opening the lane to traffic. Unless otherwise authorized by the Department, no additional payment will be made for the additional milling.
3. A pavement layer shall be placed to reduce the vertical edge to 1 inch or less before opening the lane to traffic.

As a minimum, the use of temporary painted line, or RPMs placed along the edge of traveled way at 200 foot intervals is required for all elevation differentials. When pavement milling is extended into the shoulder (including milled tapers), appropriate channelization devices shall be placed 2 feet outside the edge of the vertical face at intervals not exceeding 600 feet, and RPMs shall be placed on the remaining pavement surface along the vertical edge at 200 foot intervals. Uneven pavement signs shall be placed at a maximum spacing of ½ mile when any pavement milling operations leaves an exposed uneven pavement surface.

Weepers shall be ground across the full width sections adjacent shoulders or remaining pavement surface matching the milled travel way or shoulder milled depth to minimize water ponding in any lanes carrying traffic. Weepers shall typically be 18 - 24" inches in width, installed along each lane, at a frequency of approximately one per half mile at locations as directed by the Resident or in areas that will provide drainage for the milled areas. Installation of weepers will not be paid for directly but will be considered incidental to the contracts pavement removal item. The replacement of mix in the weeper locations shall be performed concurrently within the pavement placement operation closure using the appropriate HMA item produced for the Contract or a MaineDOT approved 9.5mm HMA. There will be no separate payment for repaving the weeper locations as they are considered incidental to the square yard price of the contracts pavement removal item.

The milled surface shall be cleaned of all material resulting from the pavement removal operation. Loaders, skid steers, motorized side cast brooms, sweeper pick up brooms, vacuum pick up machines and hand labor may be used in any number or sequence as determined by the Contractor in order to clean the milled surfaces to the satisfaction of the Department before acceptance and opening the area up to traffic. The use of compressed air may be required to loosen any bonded materials from the surface to aid in cleaning.

Any areas of concern, such as de-lamination or pot-holing shall be identified on a continuous basis as milling progresses. Proper corrective action will be determined by the Resident and paid for under the appropriate contract items, and if required, completed prior to opening lane to traffic. Any issues that arise up to 7 calendar days after being milled will be the responsibility of the MaineDOT unless otherwise noted in Special Provision Section 105 – Limitations Of Operations.

Contractor Quality Control

Quality Control The Contractor shall develop and submit a Quality Control Plan (QCP) that addresses the methods to be used, equipment to be used, work accomplished (quantity measurements and tracking) as well as methods of cleaning and protection of the work as it is completed. The Contractor shall control the work and operate in accordance with the approved QCP in order to complete work meeting the contract requirements. The Contractor shall not begin pavement removal operations until the Department approves the QCP in writing.

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

- a. QCP Administrator – The QCP Administrator must be a full-time employee of or a consultant engaged by the prime contractor or pavement removal subcontractor. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the QCP. The QCP Administrator (or their designee in the QCP Administrator's absence) may not be required to be onsite during all work activities but shall be available to communicate with the Department as needed.
- b. Onsite Representative - The Onsite Representative (OR) shall be onsite and work directly with the crew as needed. The OR shall perform quality control inspections or measurements at the job site to assure that layout, pavement removal depth, width, profile and final surface tolerance meet the requirements of the contract.

The QCP shall detail the coordination of the activities of the Plan Administrator, and the OR. The Superintendent shall be named in the QCP if different than the OR, and the responsibilities for successful implementation of the QCP within the companies' activities shall be outlined.

The QCP shall address any items that may impact the quality of pavement removal activities and final milled pavement surface including, but not limited to, the following:

a. General Requirements:

- Name of QCP Administrator
- Description of corrective action processes
- Remediation of defective work

b. Quality Control Plan requirements

- Name of Onsite Representative(s)
- Equipment make and model (including product sheet)
- Width of cutting drum
- Automation make, model and series (including product sheet)

- Describe automation set up, including methods to ensure pavement removal operations meet the requirements of the contract using control points, reference points, and cut points as well as any slope or cut depth transitions.
- Describe project layout, including centerline and any edge cut control, any off-set control layout to maintain or recreate centerline or edge cut control, cross slope transitions, or variable depth transitions required to perform the work
- Procedures to remove pavement surface to the required depth, width and profile
- Procedures to monitor pavement removal activities to ensure the final milled surfaces meet surface tolerance and texture requirements
- General cleaning operation activities including equipment to be used to sweep, vacuum and prepare surfaces for traffic use
- Procedures to ensure that traffic can transition from the milled to non-milled surfaces safely.
- Procedures to protect the milled surfaces from deterioration from construction activities, traffic or weather impacts

A summary of the day's results including a quantity report, equipment used, and environmental conditions will be recorded and signed by the OR and presented to the Department's representative by 1 PM the following working day.

Failure to adhere to the QCP, replace or repair defective or non-conforming equipment, or adjust material or installation procedures in an effort to produce work that meets the contract requirements will result in a notification of a quality control violation resulting in monetary penalties.

A letter describing the violation shall be provided to the Contractor which will result in a mandatory work suspension and a reduction in payment as shown in Table 106.4A below. The Contractor shall submit a letter to the Department that details the corrective action made to address the violation(s) in its Quality Control Plan. Work may resume when the Department is satisfied the corrective action will result in adherence to the Quality Control Plan.

Table 106.4 A - Quality Control Pay Reduction

Quality Control Plan Value*		Pay Reduction		
From More Than	To and Including	1st	2nd	3rd & Subsequent
\$0	\$500,000	\$1,000	\$2,000	\$4,000
\$500,000	\$1,000,000	\$2,000	\$4,000	\$8,000
\$1,000,000	\$3,000,000	\$5,000	\$10,000	\$20,000
\$3,000,000	and more	\$10,000	\$20,000	\$40,000

* The Quality Control Plan Value is the total Bid value of all items covered by a Quality Control Plan, as detailed in the applicable specification or Special Provision.

Pay reductions for failure to comply with the approved QCP are cumulative, and the Department will deduct any pay reductions from amounts otherwise due the Contractor. These pay reductions are intended to encourage the Contractor to comply with its approved QCP, and are not necessarily related to the quality of the work provided.

Basis of Payment

The square yard or hourly rental contract price will be full compensation for development and submittal of the QCP, mobilizing to the site, de-mobilizing from the site, labor, supervision, cleaning of the milled surface, management of the items covered by the QCP, and all other incidentals required to complete the work. Hauling and stockpiling of the material will not be paid for directly, but will be considered incidental to the milling items.

Square Yard: Payment will be made at the contract unit price for the number of square yards removed.

Hourly: Payment will be made at the contract unit price for the number of hours of operation removing pavement surface as directed by the Resident. The equipment used for pavement removal shall be operated at the minimum speed of 50 fpm, unless the Resident directs otherwise for milled surface quality reasons, or traffic control limitations impact pavement removal operations, or site conditions make operations at the prescribed rate unreasonable. Trimming to create a vertical face along curb line, guardrail, or around structures will be considered incidental to the pay items. Additional trimming beyond the incidental work described will be paid under the appropriate rental items as listed in the Contract.

<u>Pay Item</u>	<u>Pay Unit</u>
202.202 Removing Pavement Surface	S.Y.
202.20201 Removing Pavement Surface (Hourly)	Hour

SPECIAL PROVISION
SECTION 202 - REMOVING STRUCTURES AND OBSTRUCTIONS
(Remove Existing Track)

- 202.01 **Description** - This work shall consist of removal, handling, transporting, stacking, recycling and disposal of existing railroad track and associated rail equipment materials, including railroad ties, and rubber seals that are anticipated to be encountered within the limits shown on the plans.
- 202.011 **Disposal of Materials** - Materials removed as part of the work shall become the property of the Contractor except for the items listed in the table below, which will become property of MaineDOT. The Contractor shall be responsible for properly disposing of materials in accordance with the General Regulations of MDEP, Chapter 418 – Maine Solid Waste Management Rules.
- (A) Railroad Rails: All railroad rails within the project limits shall be removed. The Contractor is responsible for recycling the steel rails at a licensed recycling facility.
- (B) Railroad Ties: The Contractor is responsible for the proper disposal/recycling of railroad ties within the limits of rail removal. The Contractor shall dispose railroad ties at a landfill approved to accept demolition waste/debris or managed at an MDEP approved recycling facility.
- (C) Rubber Seals: Rubber seals shall be removed and disposed of by the Contractor. Although not regulated by MDEP, MaineDOT encourages recycling of these materials.
- (D) Coal Ash: As the railroad corridor is part of a historically active rail line, coal ash may be present. Coal ash is characteristically identified as being a fine-grained black material. If encountered during removal of track or other excavation operations within the project, the coal ash shall be reused on site as fill material.

Item	Quantity	Existing Location	Stack Location
Switch Complete with Stand	1	Approx. MP 37.00 (Hiram Yard, north switch)	Mountain View Ave. proposed parking area
Wheel Stops	1 pair	Brownfield siding, MP 43.37 (Denmark Rd)	Denmark Road proposed parking area
Switch Complete with Stand	1	Approx. MP 43.27 (Depot Street)	Denmark Road proposed parking area
85 lbs rail with joint bars	6 of sticks relay rail with joint bars	Mainline	Denmark Road proposed parking area

202.012 **Submittals -**

- (A) Prior to transport of any regulated material, the Contractor shall provide name, location, and copies of applicable licenses of the disposal/management facilities for the wastes.
- (B) Within 30 days of receipt of potential regulated wastes at the approved disposal/management facility, the Contractor shall submit to MaineDOT the original Waste Shipment Record acknowledging receipt of associated waste material from the Contractor: showing delivery date, quantity, and appropriate signature of the Contractor (transporter and disposal facility's authorized representative.

202.06 **Method of Measurement** - The quantity of Remove Existing Track will be measured for payment by the number of linear feet of track removed in the complete and accepted work. Individual rails will not be measured separately. Measurement will be along the centerline of the track.

202.07 **Basis of Payment** - The accepted quantity of Remove Existing Track will be paid for at the Contract unit price per track foot. Payment will be full compensation for removal of the rails, anchors, spikes or other fastening devices, joint bars, tie plates, wood cross ties, wood switch ties, rubber seals, transportation and disposal of materials or stacking of materials, and all other labor and incidentals necessary to complete the work.

Payment will be made under:

	Pay Item	Pay Unit
202.401	Remove Existing Track	Track Foot

SPECIAL PROVISION
SECTION 203 - EXCAVATION AND EMBANKMENT
(Special Fill)

- 203.01 **Description** – This work shall consist of furnishing and placing stone and granular material inside 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.

NOTE: It is anticipated that existing material excavated within the streambed limits as shown in the Plans under Item 203.20, Common Excavation will be salvaged and used in place as Special Fill, with the approval of the Resident.

In the event that the excavated streambed material is unsuitable or not of sufficient quantity, Special Fill shall be created according to the following requirements:

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 1/4 inch average dimension. Approximately 50% of the stones by volume shall have an average dimension greater than 2 inches.

Streambed Gravel - shall be well graded bank run or screened gravel aggregate 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

Streambed Gravel or other suitable aggregate may be used to augment the dredged streambed material, if needed.

Filler Material - shall consist of excavated material within the limits of the streambed or other suitable materials approved by the Resident, used to fill voids during wash-in.

- a) Mix Proportions - Special Fill shall be mixed in the approximate proportions listed in the following table:

6-inch minus Cobble	Aggregate	Mix - Appr D85	Mix - Approx D50 (average)	Mix - Appr D15
3 part	2 part	6 inch	2 inch	1/8

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.

- b) 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. The Contractor shall construct a test section for review by the Resident.
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 finished 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.
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.

203.04 **Method of Measurement** - Special Fill will be measured in place by the cubic yard.

203.05 **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.

Payment will be made under:

Pay Item		Pay Unit
203.33	Special Fill	CY

SPECIAL PROVISION
SECTION 203
EXCAVATION AND EMBANKMENT
(Dredge Materials)

Description: Dredge Material (See MaineDOT Standard Specifications § 101.2) is regulated as a Special Waste. Dredge Material can be reused with a Beneficial Use Permit issued by the Maine Department of Environmental Protection (MDEP). However, Beneficial Use of Dredge Material from Class A, Class AA and Class SA waterbodies is exempt from Beneficial Use Permits. Work Associated with the Fryeburg-Hiram – Mountain Division Trail Construction project will involve multiple River Class A Waterbodies; therefore, Beneficial Use of Dredge Material from this initiative is exempt from Beneficial Use Permits. It is estimated that a project total of approximately 190 cubic yards (CY) of dredge will be excavated from the following locations along the project alignment.

- MaineDOT Station 2139+69: 20 CY
- MaineDOT Station 2261+90: 10 CY
- MaineDOT Station 2330+79: 10 CY
- MaineDOT Station 2361+97: 10 CY
- MaineDOT Station 2389+87: 10 CY
- MaineDOT Station 2392+38: 10 CY
- MaineDOT Station 2400+13: 10 CY
- Burnt Meadow Brook: 21 CY
- Saco Tributary A: 8 CY
- Little Saco Tributary: 7 CY
- Saco Tributary B: 10 CY
- Unanticipated surplus: 60 CY

CONSTRUCTION REQUIREMENTS

Management: The Contractor shall ensure that all Dredge Material excavated at the Fryeburg-Hiram – Mountain Division Trail Construction is Beneficially Used in an area(s) approved by the MaineDOT Resident.

Method of Measurement: Dredge Material will be measured by the cubic yard of material removed.

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

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

SPECIAL PROVISION
SECTION 304 - AGGREGATE BASE AND SUBBASE COURSE
(Aggregate)

304.02 **Aggregate** - Add a fourth bullet:
Type D and E (Modified) will not pass a 100 mm (4 in) square mesh sieve.

304.07 **Basis of Payment**

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
304.10	Aggregate Subbase Course Gravel (Modified)	Cubic Yard

SECTION 401 - HOT MIX ASPHALT PAVEMENT

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

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

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

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

TABLE 1: VOLUMETRIC DESIGN CRITERIA

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

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

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

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

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

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

TABLE 2: ALLOWABLE TEMPERATURE RANGES

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

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

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

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

TABLE 3: SEASONAL AND TEMPERATURE LIMITATIONS

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

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

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

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

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

401.07 Hot Mix Asphalt Plant

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

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

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

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

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

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

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

401.077 Batch Plants

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

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

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

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

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

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

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

401.078 Drum Plants

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

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

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

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

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

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

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

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

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

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

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

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

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

TABLE 4: PAVER REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TABLE 5: PLACEMENT CONDITIONS FOR ADJOINING LANES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

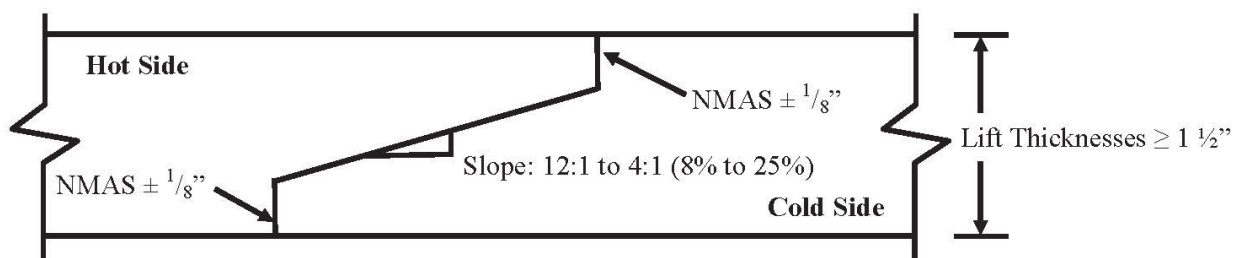


FIGURE 1: Notched Wedge Joint

Notes

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

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

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

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

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

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

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

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

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

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

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

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

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

a. General Requirements:

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

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

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

c. Quality Control Requirements – Method A & B:

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

d. Quality Control Requirements – Method C and D:

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

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

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

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

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

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

TABLE 6: MINIMUM QUALITY CONTROL FREQUENCIES

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

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

TABLE 7: CONTROL LIMITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TABLE 8: ACCEPTANCE PROPERTIES – METHOD A & C

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

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

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

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

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

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

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

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

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

TABLE 10: ACCEPTANCE LIMITS – METHOD A & C

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

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

TABLE 11: CEASE PRODUCTION – METHOD A & C

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

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

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

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

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

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

The following variables will be used for pay adjustment:

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

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

TABLE 12: PAY ADJUSTMENT CALCULATIONS – METHOD A & C

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

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

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

TABLE 13: 0.075 MM SIEVE PAY ADJUSTMENT

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

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

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

TABLE 14: ACCEPTANCE PROPERTIES – METHOD B & D

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

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

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

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

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

TABLE 16: ACCEPTANCE LIMITS – METHOD B & D

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

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

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

TABLE 17: PAY ADJUSTMENTS – METHOD B & D

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

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

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

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

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

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

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

TABLE 18: DISPUTE RESOLUTION VARIANCE LIMITS

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

*Disputes will not be allowed on Item 403.209

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

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

SECTION 402 - PAVEMENT SMOOTHNESS

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

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

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

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

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

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

TABLE 1: ACCEPTANCE LIMITS

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

Computation of Smoothness Pay Adjustment:

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

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

PF = smoothness pay factor for the Lot

P = Contract unit price for surface pavement

PA = pay adjustment

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

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

Payment will be made under:

Pay Item

402.10 Incentive/Disincentive - Pavement Smoothness

Pay Unit

Lump Sum

SECTION 403 - HOT MIX ASPHALT PAVEMENT

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

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

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

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

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

Payment will be made under:

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

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT

Desc. Of Course	Grad Design.	Item Number	Total Thickness	No. Of Layers	Comp. Notes
<u>2" HMA - Interim Rail Trail</u>					
<u>(As Indicated)</u>					
Wearing	9.5 mm	403.210	2"	1/more	1,3,10,12,30,32,35,50
<u>6" HMA - Routes 5 & 113, and Route 160</u>					
<u>(As Indicated or Directed)</u>					
Wearing	12.5 mm	403.208	1 ½"	1	1,4,10,12,43,44,47
Base	12.5 mm	403.213	1 ½"	1	1,4,10,12,43,44,47
Base	12.5 mm	403.213	3"	1/more	1,4,10,12,43,44,47
<u>4" HMA - Town Roads</u>					
<u>(As Indicated or Directed)</u>					
Wearing	12.5 mm	403.208	1 ½"	1	1,4,10,12,30,31,34,43,45,46,47
Base	12.5 mm	403.213	2 ½"	1	1,4,10,12,30,31,34,43,45,46,47
<u>4" HMA - Parking Lots</u>					
<u>(As Indicated or Directed)</u>					
Wearing	12.5 mm	403.208	1 ½"	1	1,4,10,12,35
Base	12.5 mm	403.213	2 ½"	1	1,4,10,12,35
<u>Temporary Railroad Crossing Removal (Existing Paved Roads)</u>					
<u>(As Indicated or Directed)</u>					
Base	12.5 mm	403.213	3" (Min)	2/more	4,10,12,30,32,33,36

COMPLEMENTARY NOTES

- The required PGAB for this mixture will meet a **PG 64-28** grading. All asphalt grades utilized on the travelway and shoulders shall be treated with an approved liquid anti-strip. PG binders shall be treated with a minimum 0.50 percent anti-strip by weight of asphalt binder used unless otherwise recommended by the anti-strip manufacturer. The PGAB and anti-strip blend shall meet the **PG 64-28** requirements. The Contractor shall provide supporting test data showing the PGAB and anti-strip blend meet the required criteria.
- The design traffic level for mix placed shall be 0 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **65 gyrations**.
- The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **65 gyrations**.
- Section 106.6 Acceptance, (2) **Method D** as specified Section 401.21 - Quality Assurance Methods B and D. At minimum, **one sample** will be required per **paving mobilization** and **one core** (when applicable) will be required **per each road crossing and parking lot per item**.

12. An **onsite** Pre-Pave/Pre-Mill Meeting is **required** prior the milling, excavation, and/or paving related to this item unless otherwise approved by the Department. The Contractor shall submit an approved Mix Design and a QCP to the Resident no less than 14 days prior to the beginning of work on this item. The Pre-Pave/Pre-Mill will cover the items associated with paving and milling as well as performing the necessary layout for the rail crossings. This layout shall be accomplished in cooperation with the Contractor by means of conventional surveying equipment or blocking and string lines as cooperatively determined by the Contractor and Department. The pre-pave/pre-mill will be **completed no less than 10 days** and no more than 14 days prior to milling and/or paving operations.
30. The incentive/disincentive provisions for density shall not apply. Rollers shall meet the requirements of this special provision. The use of an oscillating steel roller shall be required to compact all mixtures pavements placed on bridge decks.
31. Compaction of the new Hot Mix Asphalt Pavement will be obtained using a minimal roller train consisting of a **10 ton** vibratory, **12 ton** pneumatic, and a **3-5 ton** finish roller for roadway work. A **Quality Control Technician (QCT)** shall be required for all roadway mixtures placed under this contract. A daily paving report, summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and number of roller passes, shall be recorded and signed by the QCT and presented to the Department's representative by the **end of the working day**.
32. For areas **8 feet wide or greater**, compaction of the new Hot Mix Asphalt Pavement will be obtained using a minimal roller train consisting of a **10 ton** vibratory and a **3-5 ton** finish roller. Areas less than 2 feet wide shall be compacted with a minimum of a **150 pound** plate compactor. An approved release agent is required to ensure the mixture does not adhere to hand tools, rollers, pavers, and truck bodies. The use of petroleum based fuel oils, or asphalt stripping solvents will not be permitted.
33. A dedicated Quality Control Technician (QCT) is **not** required during placement of HMA for this specified operation. However, a daily paving report, summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and number of roller passes, shall be recorded and signed by a **NETTCP Certified Paving Inspector acting as the Contractor's representative** and presented to the Department's representative by the **end of the working day**. If requested by the Contractor, the Department may allow the use of the **MaineDOT Competent Person Policy** in lieu of a NETTCP Certified Paving Inspector.
34. Roadway HMA mixtures may be placed with a track or rubber tire mounted highway class paver with a minimum tractor weight of **28,000 pounds**, equipped with a minimum main screed width of **eight feet**.
35. Areas **8 feet wide or greater** shall be placed with a track or rubber tire mounted paver with a minimum tractor weight of **20,000 pounds**, equipped with a minimum main screed width of eight feet meeting the requirements of section 401.09 – Pavers.
36. A **paver is not required for this work**. However, the **Contractor** shall be **responsible** for any **settlement, displacement, and or failure** of the placed HMA and shall replace or repair any damaged HMA as directed by the Resident.
43. The Department shall profile the removed railroad crossings every 10 feet along the roadway center line and edge of travelways, out to a match point at a minimum of 100 feet from the structure, to determine the approach pavement taper, elevations, and pavement removal or shim requirements. This work shall be accomplished in cooperation with the Contractor by means of conventional surveying equipment or blocking and string lines as cooperatively determined by the Contractor and Department. At minimum, the survey work will be completed 10 days prior to milling and/or paving operations.
44. For existing **paved crossings**, the minimum travelway **wearing surface** shall be **100 feet**, the **intermediate** shall be **75 feet**, and the **base** shall be **50 feet** in length when measured longitudinally along the centerline of the roadway. The Department may extend any of the layers to accommodate the grade changes necessary for a smooth transition.

45. For existing **paved crossings**, the minimum travelway **wearing surface** shall be **50 feet** and the **base** shall be **40 feet** in length when measured longitudinally along the centerline of the roadway. The Department may extend any of the layers to accommodate the grade changes necessary for a smooth transition.
46. For existing **gravel crossings**, the minimum travelway **wearing surface and base** shall be **25 feet** in length when measured longitudinally along the centerline of the roadway. The Department may extend any of the layers to accommodate the grade changes necessary for a smooth transition.
47. The contractor shall mill a stepped butt joint into the existing pavement at both the beginning and end joints for each pavement layer excluding the bottom base layer. For each layer, the stepped joint shall be cut to the depth and width of the pavement layer being placed and extend 5 feet beyond the immediate underlying layer. The **butt joint** for the overlying layer shall be **completed prior** to placing the adjacent layer. The Resident may extend this length as determined by the condition of the match point. No additional payment will be made for the milling of the butt joints but will instead be considered incidental to associated paving items.
50. This item shall be considered Travel Way for the purposes of section 401.06 Weather & Seasonal Limitations.

Tack Coat

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

SPECIAL PROVISION
SECTION 424

Asphaltic Recreational Crossings

Description This work consists of the preparation, cleaning, furnishing and installing of asphaltic mastic materials in two or more layers for use in recreational crossings at locations indicated in the contract documents, as shown on the Plans, in accordance with these Specifications or as directed by the Department.

This work will include the removal of existing pavement at the recreational crossing locations to the dimensions described in the contract, any required trimming, cleaning or drying of the pavement, the supply, installation and finishing of asphaltic mastic materials to the required depth, grade and cross slope. This work may include the installation of headers or templates before the placement of the surrounding pavement surface layers with the intent to form an area in any newly placed asphalt pavement layers, creating an installation reservoir for the asphaltic mastic materials without the need to remove pavement layers.

MATERIALS

The hot pour mastic materials required are hot-applied, pourable, self-adhesive type mastics blended with aggregates designed for maintenance and repair of asphalt and Portland cement concrete pavements. Hot pour mastic materials are composed of highly modified polymer asphalt binder and fine graded aggregates as required by the application.

The mastic materials shall be delivered in the manufacturer's original container. The material shall be pre-packaged with the manufacturers name and product name marked on each container. The materials shall conform to the following requirements:

Parameter

Color	Black
Pourability @ 400F (PTM1)*	1000-1400 gm
Stability @ 158F (PTM2)	.6in. max
Flexibility @ Low Temperature (PTM3)	Pass @ -20F
Adhesion @77F (PTM4)	15psi min.
Specific Gravity (ASTM D792)	1.35max.
Skid Resistance, BPN (ASTM E303)	40 min.
Minimum Application Temperature	375°F
Maximum Application Temperature	410°F

The density of the mastic with aggregate weight per gallon is 15.5 lbs/gal at 60°F.

The contractor may request that an adjusted weight per gallon be used, but only if the manufacture provides a product data sheet supporting a differing weight per gallon as part of the pre-construction submittals.

Installation Asphaltic mastic materials shall be installed in accordance with manufacturer's latest instructions and this specification.

Asphaltic mastic materials shall be installed in a reservoir created at the crossing location. It shall not be installed when ambient or substrate temperatures are below 40°F, when rain is imminent, or when unfavorable conditions exist, as determined by the Department.

The area shall be free of any moisture, pavement debris, dirt, dust, moisture, petroleum or solvents that might contaminate the mastic materials, or reduce the bond of the joint system to the substrate or vertical faces. The use of compressed air and heat may be required to clean and dry the area before installing the mastic.

Asphalt pavement layers shall be removed to the dimensions shown in the plans or contract documents. The asphalt pavement shall be sawcut or milled to the required surface layer depth, but not to a depth exceeding 2 inches. The pavement layer shall be removed in a manner that will not damage the remaining pavement .

Interlayers, fabrics, or headers may be used as required to form an installation reservoir. Vertical surfaces of the asphalt pavement layers shall be trimmed as needed to provide a straight, uniform width reservoir and shall be cleaned to remove all water, dust, or other contaminants.

EQUIPMENT

Equipment Equipment used in the performance of the work shall be subject to the Departments or authorized representative's approval and shall be maintained in a satisfactory working condition at all times.

(a) Air Compressor: Air compressors shall be portable and capable of furnishing not less than 4 yd³ of air per minute at not less than 90 psi pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.

(b) Sweeper: Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning pavements shall be used to remove debris, dirt, and dust from the cracks.

(c) Hot Air Lance: Should operate with propane and compressed air in combination at 2000°F - 3000°F, exit air heated at 1000 ft/s. The lance should draw propane from no smaller than a 100 lb tank using separate hoses for propane and air draw. The hoses shall be wrapped together with reflectorized wrap to keep them together and to protect workers in low light situations.

(d) Hand Tools: Shall consist of Boxed or V-shaped squeegee, brooms, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to accomplish this work.

(e) Melting Kettle: The unit used to heat asphaltic mastics shall be a double boiler unit equipped with continuous horizontal full sweep agitation and have separate thermostatic control devices that will automatically regulate hot oil and material temperature. Separate digital readouts shall

display the temperatures of the hot oil and material. The kettle shall be equipped with mixing paddles, blending augers, or other satisfactory means of agitating, mixing, and blending the aggregates and mastic together. The kettle must be equipped with thermostatic control calibrated between 200°F and 550°F.

CONSTRUCTION REQUIREMENTS

Weather Asphaltic mastics shall not be applied on a wet or damp surface, or when the atmospheric temperature is below 40°F in a shaded area at the job site, or when weather conditions are otherwise unfavorable to proper crack repair procedures.

Preparation All reservoirs shall be prepared to receive the asphaltic mastic material. All cracks must be cleaned of debris, dried and heated to ensure optimal bonding of the sealant material to the existing pavement and crack edges. All reservoirs shall be flush filled with pre-blended mastic with minimal overband in the same workday as directed by the Resident or authorized representative.

Reservoirs shall be thoroughly cleaned by use of compressed air, hand tools and brooms as needed, and dried by use of a hot air lance. Any loose or broken materials will be removed from the repair area before placing asphaltic mastic materials.

All asphaltic mastic materials shall be heated to between 380°F and 410°F and thoroughly agitated prior to application. A non-contact infrared thermometer shall be used periodically to monitor the temperature of the material as it exits the kettle. Material may not be used if it is heated beyond the safe heating temperature of 410°F, exceeds the recommended pot life, or is reheated more than one time. Mastics may be applied to large prepared areas repair areas when the material has been heated to the lower end of the temperature range to minimize material flow and cooling time.

Mastics shall be applied in two or more layers to prepared areas directly from the melting kettle chute, wand or other conveyance method filled from the kettle. If bucketed, material cooling during transfer must be minimized.

The reservoir area shall be filled flush to the pavement surface in the same workday that the reservoir is created. The mastic material shall be poured into the repair area and worked using boxed or v-shaped squeegees, tools, lutes or heated irons. Care should be taken not to over work the material and cause unequal dispersion of the aggregate within the repair. The material may be applied in multiple lifts to accommodate material shrinkage or flow during cooling.

After the mastic material has been applied, indirect heating by torch or hot air lance can be used to heat the edges and ensure a watertight seal. Do not burn, scorch or ignite the mastic or adjoining pavement when heating.

Traffic will not be allowed on the area for one 1 hour, or until the material has cooled enough to support traffic, detents do not occur, and tracking is minimal. Vehicular traffic may pass over finished joints two-hours after completion.

Quality of Work Excess mastic shall be removed from the pavement by approved methods and discarded. Any work determined to be below normal acceptable standards will not be accepted and will be corrected and / or replaced as directed by the Resident or authorized representative.

Method of Measurement Mastic for Asphaltic Recreational Crossings will be measured by the square yard along the top surfaces of the installation to the required limits. Preparation of surfaces for the proposed crossing including cutting, grinding, trimming, drying and cleaning will not be measured separately for payment, but shall be incidental to the Asphaltic Recreational Crossings.

Basis of Payment Mastic for Asphaltic Recreational Crossings will be paid for at the Contract unit price per square yard which will be full compensation for furnishing the mastic material, heating, placing and finishing the mastic materials, as well as cleaning and preparing the areas for installation of the mastic, including the use of compressed air, hot air lance, trimming or saw cutting, any sweeping required to remove contaminants from and dry the areas to be treated.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
424.381 Asphaltic Recreational Crossings, 2 inch depth	Square Yard

SPECIAL PROVISION
SECTION 502 - STRUCTURAL CONCRETE
(QC/QA Acceptance Methods)

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
A	502.21	Structural Concrete, Abutment and Retaining Walls	\$400	A
A	502.32	Structural Concrete, Culvert Endwall	\$400	A
A	502.40	Structural Concrete, Box Culvert	\$400	A
A	608.26	Curb Ramp Detectable Warning Field	-	C
LP	626.421	24-Inch Diameter Foundations	-	C

P values listed above reflect the price per cubic yard (yd³) for all pay adjustment purposes.

SPECIAL PROVISION
SECTION 502 – STRUCTURAL CONCRETE
(Underwater Grout Bags)

- 501.01 **Description** - This work shall consist of furnishing, fabricating, field-measuring, placing, and field verifying the in-lace locations of polyethylene grout-filled bags for repair of substructure undermining as shown on the Plans or specified by the Resident and herein. The installation of the bags shall be by personnel with proven experience in the underpinning of underwater structures. Most of the work is anticipated to be completed underwater.
- 502.03 **Materials** – The following materials shall be used to complete the work:
- a. **Bags** - Bags shall be ordered in sizes that allow for a tight, unvoided fit of the existing openings under and around substructure undermining as shown on the Plans and as determined in the field. The bags shall be made of material meeting the requirements of a Class I erosion control geotextile and shall be equipped with a self-sealing fill valve.
 - b. **Concrete** - Concrete used as grout shall meet the requirements of Concrete Fill except that the aggregate used shall meet the requirements of Section 703.01 Fine Aggregate for Concrete. Acceptance of concrete will be based on Method C Verification. All concrete grout placed underwater shall contain an approved anti-washout admixture from the Department's Qualified Products List. Water shall conform to Section 701.02.
- 502.031 **Construction Requirements** - Contractor shall submit to the Resident for approval a schedule of all underwater operations including number of divers, if necessary, and equipment to be used prior to beginning work. Prior to any placement of the bags, the Contractor shall provide field measurements and sketches of the area to receive grout bags to the Resident.
- The area for bag placement shall be cleared of sticks, tires, and other loose debris, and shall be prepared such that there will be a smooth transition from the top of grout bags to the streambed. All sharp objects must be removed from the placement area.
- Grout bags shall be securely placed in their proper locations with the grout injection port facing upward prior to filling with grout. Each bag will be filled with concrete grout in accordance with the grout bag manufacturer's recommendations and to maintain their desired shape described above. Over filling of bags should be avoided as to not create a round, "sausage-like" shape. Successive bag placement shall be in conformance with

manufacturer's requirements subject to the approval of the Resident.
Videotaping of these placements may be required as directed by the Resident.

Upon completion of grout bag installation, the Contractor shall take field measurements that correspond to the initial field measurements to verify adequate coverage of the site. Gaps between any adjacent grout bags shall not be allowed and the Contractor shall repair all gaps as directed.

502.18 **Method of Measurement** – Underwater Grout Bags shall be measured by the cubic foot of grout placed in bags and void spaces. Grout shall be measured to the nearest cubic foot.

502.19 **Basis of Payment** – The accepted quantity of Underwater Grout Bags shall be paid at the Contract unit price per cubic foot complete in-place. All labor and materials to complete the work, including measurements, sketches, video, and other verification procedures required by the Resident are incidental to the pay item.

Payment will be made under:

Pay Item		Pay Unit
502.2484	Underwater Grout Bags	Cubic Foot

SPECIAL PROVISION
SECTION 504 – STRUCTURAL STEEL
(Structural Steel, Fabricated and Delivered)

- 504.02 **Materials** – The following paragraph is added:
Recycled steel beams from another project may be used at the Pierces Brook (#7681) bridge replacement. Prior to incorporation into the work, each recycled beam shall be inspected by an NBIS-certified Inspector and documented as being in Condition Rating 5 – Fair or better. Beams shall be sound, free of cracks, impact damage, section loss, distortion, excessive corrosion, or other defects that, in the opinion of the Resident, would impair structural performance or serviceability. The Contractor shall submit inspection documentation, beam identification, source information, dimensions, and calculations or measurements verifying that both recycled beams used have the same dimensions as each other and that the recycled beams meet or exceed the minimum section properties shown on the Plans. The material grade for the recycled beams shall meet or exceed 33 ksi yield strength. Recycled beams shall meet all applicable requirements of Section 504, except as modified herein, and shall not be incorporated into the work until accepted by the Resident.

SPECIAL PROVISION
SECTION 525 – GRANITE MASONRY
(Repointing Granite Masonry)

525.01 **Description** - The work included in this section includes all materials, equipment and labor require for the removal of all loose/deteriorated existing mortar and repointing the existing stone masonry abutments as shown on the Plans and described in the Specification. This work is limited to masonry joints located above the water line at the existing abutments and within the existing culvert barrels unless otherwise dewatered. The work shall be completed as directed by the Resident.

525.02 **Materials** - Joint mortar shall comply with Section 525.06 and 705.02, Joint Mortar, except that it shall contain an additive to ensure water-tightness. The additive shall not contain a retarding agent or hydrated lime and shall be approved by the Resident. Use of calcium chloride is not allowed.

No admixtures except for mortar coloring agents shall be permitted in the mortar without approval of the Resident in writing. Color of mortar shall be uniform throughout and as approved by the Resident. All mortar coloring agents shall be manufactured from minerals and light-fast, durable and resistant to alkali

Re-tempering of mortar will not be permitted. Hand mixing of mortar may be permitted only for small quantities as approved by the Resident. Sample mixes of hardened mortar shall be submitted to the Engineer for approval if the Engineer requests it.

Where required, non-shrink grout shall be selected from the MaineDOT Qualified Products List (QPL). Non-shrink grout shall be mixed and installed as recommended by the manufacture and as shown on the Plans.

525.021 **Construction Requirements** - This item shall only be paid for at the locations specified on the Plans or additional areas requiring repointing as directed by the Resident.

Areas of loose, deteriorated, or otherwise unsound mortar and caulking shall be removed to sound material as directed by the Resident. Removals shall be completed using air tools, hand tools, or other methods approved by the Resident that will not damage or destabilize the existing stones. The Contractor shall sequence and complete the work in a manner than ensures that at least 50% of the grout joint beneath each stone remains intact at all times.

Repointing shall be performed when unsound mortar exceeds three inches in depth, or as directed by the Resident.

Prior to repointing granite masonry, the Contractor shall clearly mark the proposed limits of repointing using chalk, lumber crayon, or another non-permanent masonry marking method approved by the Resident. Markings shall identify all joints and areas proposed for repointing without staining, damaging, or otherwise altering the granite masonry. The marked limits shall be reviewed and approved by the Resident prior to beginning any raking, cutting, cleaning, mortar removal, or repointing work. Repointing operations shall not commence until the limits have been reviewed and approved by the Resident.

Repointing shall not be done when ambient temperature is 40 degrees F or below, nor when stone contains frost. Whenever possible, face joints shall be properly pointed before mortar sets. Joints shall be prepared for repointing by removing all loose, soft, unsound mortar and deleterious materials from existing joints. Face surfaces of stones shall not be smeared with mortar used in pointing.

Joints shall be thoroughly wet with clean water and filled with mortar and/or grout as shown in the Plans. Mortar shall be well driven into joints and finished with an approved pointing tool. Walls shall be kept wet while pointing is being done, and in hot or dry weather, pointed masonry shall be protected from sun and kept wet for a period of at least three days after completion

Joints that have an existing levelling course, or small stones between larger courses, the levelling course is permitted to remain and mortar driven around existing stones.

After repointing is completed and mortar has set, all showing surfaces shall be cleaned of loose mortar and cement stains.

525.09 **Method of Measurement** - Repointing of granite masonry to be measured for payment will be the number of linear feet of joint repointed measured in place, complete and accepted.

525.10 **Basis of Payment** - The accepted quantity of repointed granite masonry shall be full compensation for all labor, equipment, scaffolding, materials, and other incidentals necessary to complete the work.

Payment will be made under:

Pay Item		Pay Unit
525.261	Repointing Granite Masonry	Linear Foot

SPECIAL PROVISION
SECTION 525 – GRANITE MASONRY
(Additional Stones for Masonry Wall)

- 525.01 **Description** - The Contractor shall procure and deliver additional stones for the existing granite masonry culverts to replace damaged or missing granite top slab stones in accordance with the Contract Documents and with the Resident's approval.
- 525.02 **Materials** – Additional stones for the box culvert top slabs shall be obtained from a quarry approved by the Department and be free from materials which, by weathering, would cause deterioration or shall be reclaimed granite. Stones shall be free from seams, cracks, and other defects.
- 525.03 **General** – The additional stones for the granite top slab replacement shall be roughly squared to approximate dimensions. The Contractor shall measure the stones for replacement and get approval from the Resident prior to ordering replacement stones. Typical stone sizes vary by structure and stones commonly have lengths between 4'-0" and 10'-0", width between 1'-6" and 3'-0" and thickness between 1'-0" and 2'-0". Replacement stone dimensions shall meet the following dimension requirements to limit field adjustments to the proposed stones:
- **Length** - At least 2'-0" longer than the free span of the culvert barrel, no more than 1'-0" longer than the out to out of the back face of the culver barrels.
 - **Width** - When the existing stone to be replaced has known dimensions, the replacement stone shall be no smaller than 3" narrower than the existing stone and no wider than the existing stone. When the existing stone is missing, the replacement stone shall be approximately 3" narrower than the opening between remaining stones. No stones shall cantilever one inch or greater over the headwall end of the barrel of the culvert.
 - **Thickness** - The proposed stone thickness shall be a minimum of the typical measured thickness of the existing stone or exceed the measured thickness by no more than 6". If the thickness of the stone is unknown, the replacement stone shall have a minimum thickness of the typical thickness of abutting top slab stones for the given structure and shall be no more than 6" thicker than the typical thickness of other top slab stones in the given structure.

- 525.09 **Method of Measurement** – Additional stones for masonry wall will be measured for payment by the Cubic Yard, delivered and accepted.
- 525.10 **Basis of Payment** – Additional stones for masonry wall will be paid for at the contract unit price per cubic yard purchased and delivered to the project site. Depending on location, work associated with preparing the stone to fit on the culvert barrel, placing mortar, erecting the stone, and drilling and anchoring steel dowels will be paid separately under pay items 525.45 Granite Box Culvert Reconstruction, 525.48 Granite Box Culvert End Repair, or at the Resident's discretion using hourly items 629.07 Stone Mason or 631.12 All Purpose Excavator (including operator).

Payment will be made under:

Pay Item		Pay Unit
525.331	Additional Stones for Masonry Wall	Cubic Yard

SPECIAL PROVISION
SECTION 525 – Granite Masonry
(Granite Box Culvert Reconstruction)

Section 525 is Removed in its Entirety and Replaced with the Following:

525.01 **Description** – Work shall consist of reconstructing partially collapsed portions of three-sided granite box culverts and furnishing all necessary materials as shown on the plans and as directed by the Resident. Work includes deconstructing and excavating the damaged portion of the culvert as designated on the plans, constructing a fill course of concrete or stone masonry or concrete between the proposed concrete culvert bottom slab and the reset stone culvert barrels, resetting the stone culvert, installing rebar dowels, and backfilling the reconstructed stone culvert to proposed grade as shown on the plans.

Constructing the concrete bottom slab of the box culvert, Fabricating, delivering and placing rebar for the bottom slab of the box culvert, installing special fill, and installing riprap at the culvert opening will be paid under separate pay items.

525.02 **Materials** – The following materials required in the granite box culvert repairs shall meet the following requirements:

a. **Grout and Mortar** - Grout and mortar used for stone masonry joints, chinking stone joints, pointing, and grouted bars shall be compatible with the existing stone masonry and shall be suitable for the intended exposure conditions. Joint grout and pointing mortar shall conform to the requirements shown on the Plans and to the applicable requirements of Special Provision Section 525 – Granite Masonry, Repointing Granite Masonry, as modified herein. Mortar consistency shall be suitable for full-depth placement in joints and shall be tooled to match the existing adjacent masonry unless otherwise directed by the Resident. The Contractor shall submit the proposed grout and mortar mix design to the Resident for acceptance prior to use.

b. **Chinking Stone** - Chinking stone shall consist of sound, durable stone selected to fit tightly into voids between larger stones. Chinking stone shall be installed to provide stable bearing and proper joint geometry prior to placing mortar or grout.

c. **Reinforcing Bars and Dowels** - Reinforcing bars used in the footing slab or used for drilled and grouted bars shall be deformed billet-steel

reinforcing bars, Grade 60, plain finish bar, meeting the requirements of Section 503 – Reinforcing Steel and the applicable materials requirements of the MaineDOT Standard Specifications, March 2026 Edition. Bars shall be of the size, length, and configuration shown on the Plans or as directed by the Resident. Bars shall be clean and free of dirt, oil, loose rust, scale, paint, or other deleterious material immediately prior to placement.

d. **Geotextile** - Class A geotextile shall meet the requirements of Section 620 – Geotextiles and Section 722 – Geotextiles of the MaineDOT Standard Specifications, March 2026 Edition. Geotextile shall be Class A and of the type shown on the Plans or as directed by the Resident based on the intended use, including separation, stabilization, drainage, or erosion control. Geotextile shall be furnished, handled, stored, placed, overlapped, anchored, and protected in accordance with the Plans, manufacturer's recommendations, and the Standard Specifications. Damaged, contaminated, deteriorated, or improperly placed geotextile shall be repaired or replaced as directed by the Resident at no additional cost to the Department.

- 525.03 **General** – Work shall be completed by a crew experienced in the reconstruction, repair, and repointing of dry-laid and mortared stone masonry structures; including stone culverts, stone arches, stone headwalls, and similar historic or existing stone masonry features. The Contractor shall provide the Resident, for approval, documentation demonstrating that the proposed crew has successfully completed work of similar character and complexity. Such documentation shall include descriptions of previous stone masonry repair or reconstruction projects, references, and the names and roles of personnel proposed to perform the work.

Work shall be completed as shown on the Plans and at locations directed by the Resident. Work shall not commence until the Contractor's proposed stone masonry work plan, cataloging procedure, material sources, proposed grout/mortar mix, proposed drilling and grouting methods, and qualifications for the stone masonry crew have been submitted to and accepted by the Resident. Acceptance by the Resident does not relieve the Contractor of responsibility for completing the work in accordance with the Contract unless smaller culvert repairs are deemed unnecessary.

Work shall include resetting collapsed culvert sections and completing culvert repairs as indicated on the Plans or as directed by the Resident. The Contractor shall perform the work in a manner that preserves the existing stone geometry, culvert opening, barrel alignment, flow line, and historic character of the culvert to the greatest extent practical.

a. ***Submittals and Documentation*** - The Contractor is required to submit the following documentation:

- Limits of culvert removal
- Limits of excavation and temporary earth supports
- Documentation of individual stone location
- Final channel grade and box culvert length, width, and height
- Number and size of necessary replacement stones

The limits of culvert removal shall be submitted to the Resident and agreed upon prior to beginning any other work. The limits of work submittal will also include the overall size and shape of the culvert barrel, top slab, wingwalls, and headwall. The Resident will be notified immediately if the limits of work change at any time during reconstruction.

The Contractor shall submit excavation plans to the Resident detailing any temporary earth structural supports and will mark out the anticipated limits of excavation and will not proceed with excavation without approval of the Resident.

Prior to removing stones, during excavation and deconstruction, the Contractor shall catalog the stones by documenting their orientation and location along the culvert barrel. Cataloging shall include photographs, sketches, numbering, stationing, or other methods acceptable to the Resident. Stones shall be marked using a non-permanent marking method that will not stain, damage, or otherwise alter the stone surface. The cataloging system shall clearly identify each stone's original location, orientation, and relationship to adjacent stones.

The Contractor shall identify top slab stones that are damaged and require replacement per Special Provision 525 – Additional Stones for Masonry Wall, and submit the number and sizes of required replacement stones to the Resident for approval. Note that barrel stones are not anticipated to need replacement as cracked or damaged stones can be supplemented with mortar.

After deconstruction of the agreed upon damaged portion of the granite box culvert, the Contractor shall field measure the remaining portion of the culvert, determine the slope of the culvert and channel, and determine the depth of the culvert barrel below stream bottom. The Contractor shall submit a Plan to the Resident outlining the existing bottom of channel elevations at a maximum five-foot increment. The

elevation of the proposed concrete bottom slab of the box culvert shall be field adjusted to ensure that the rubble stone masonry bedding course is a minimum of six inches thick and a maximum of two foot six inches thick, there is approximately two feet of natural bottom over the concrete bottom slab, and the reconstructed culvert barrel is reset to match the slope of the existing portion of the culvert.

b. *Excavation and Deconstruction* - Excavation and mechanical handling of stones shall be performed only to the extent necessary to complete the culvert repair or reconstruction shown on the Plans or directed by the Resident. Mechanical methods may include excavators, loaders, lifting devices, rigging, clamps, slings, straps, or other equipment accepted by the Resident. The Contractor shall protect stones intended for reuse during excavation, removal, storage, and resetting. Stones shall not be dragged, dropped, pushed, or handled in a manner that may damage the stone or adjacent structure. Any stone damaged by the Contractor shall be replaced at no cost to the Department. Existing culvert stones shall not be discarded without approval from the Resident.

Excavation required to complete culvert repair or reconstruction activities shall be performed in a manner that prevents damage to the existing culvert, stones to remain in place, stones to be reset, headwalls, wingwalls, trail embankment, streambed, and other existing features. Excavation shall be limited to the minimum area necessary to complete the work shown on the Plans or directed by the Resident. The Contractor shall provide temporary support, shoring, bracing, diversion, dewatering, and protection as necessary to maintain the stability of the existing structure and surrounding embankment during the work. All excavated material shall be stored within the project right of way and not trucked off-site.

c. *Masonry Fill Course* – The Contractor shall construct the bedding mortar to the lines, grades, and elevations shown on the Submittal or Plans or as directed by the Resident. The Contractor shall not begin placement until the concrete footing has cured, and the concrete footing surface, foundation area, and channel limits have been inspected and accepted by the Resident.

Bedding Mortar layer shall be a minimum of six inches thick to a maximum of two foot six inches thick. The width shall be a minimum of six inches greater than that of the first layer of existing stone to be placed on top.

The surface receiving the rubble stone masonry shall be cleaned of loose material, laitance, mud, standing water, ice, snow, and other objectionable material. The Contractor shall provide suitable dewatering, diversion, or flow control as necessary to prevent grout washout and to allow placement in the dry or under conditions acceptable to the Resident.

Stone shall be placed in a manner that provides a stable mass with reasonably uniform distribution of stone sizes. Stones shall be firmly bedded and arranged to minimize large continuous voids. Individual stones shall be placed so that grout can fully surround and bond the stones. Stones shall not be placed in a manner that damages the concrete footing, adjacent structure to remain, or previously placed masonry.

Grout shall be placed during or immediately following stone placement as required to fill voids and produce an integral stone-and-grout bedding mass. Grout shall be rodded, worked, or otherwise consolidated around the stones to eliminate unfilled voids. Excessive vibration or manipulation that causes segregation of the grout shall not be permitted.

The Contractor shall protect the work from flowing water, freezing, rapid drying, displacement, contamination, and other damage until the grout has attained sufficient strength. Damaged, displaced, honeycombed, segregated, or otherwise defective work shall be removed and replaced at no additional cost to the Department.

The exposed surface at the established bottom of channel shall be finished to the lines and grades shown on the Plans or as directed by the Resident. The final surface shall provide a stable transition between the masonry bedding and channel bottom and shall not contain abrupt projections or depressions unless shown on the Plans or approved by the Resident.

The proposed culvert reconstruction and proposed channel bottom shall not be installed until mortar is complete and achieved adequate strength.

The proposed culvert reconstruction and proposed channel bottom shall not be installed until all mortar work is complete and cured for a minimum of seven (7) calendar days. Water shall not be permitted to flow through the reconstructed channel until the mortar has cured for a minimum of twenty-eight (28) calendar days.

The Contractor may, at no additional cost to the Department, substitute

unreinforced Class A Concrete in lieu of rubble masonry. Class A concrete shall conform to the requirements of MaineDOT Standard Specifications Section 502.

d. **Granite Box Culvert Reconstruction** – The stones shall be reset in their original orientation and location to the extent practical. Stones shall be set to provide firm bearing and tight contact with adjacent stones. Chinking stone shall be installed where required to fill voids, tighten joints, and provide stable bearing prior to placing mortar or grout. Joints shall be filled and pointed as shown on the Plans or as directed by the Resident. Culvert Top stone slabs that are fractured or have cracking on the bottom of the stone for at least 25% of the stone's thickness within the clear span or within 1'-0" on each side of the clear span will be replaced with approval from the Resident. Procuring and delivering replacement top stones will not be incidental to the Granite Box Culvert Reconstruction pay item but will be paid for separately. The work associated with modifying, erecting, mortaring, and drilling and anchoring accepted replacement top stones will be incidental to the Granite Box Culvert Reconstruction pay item.

Stones found within the project right of way may be used as replacement or chinking stone, provided they meet the material requirements specified in section 525.02, are approved by the Resident, and their removal or use is not deleterious to another existing structure, feature, or stabilized area.

Stones within the barrel walls that exhibit cracking may be repaired, modified, or trimmed by the Contractor, provided the proposed treatment maintains adequate bearing and structural capacity. The Contractor shall demonstrate to the satisfaction of the Resident that sufficient bearing is preserved. Any modification to cracked stones shall be subject to review and approval by the Resident prior to incorporation into the work.

Stones shall not be predrilled for dowels before resetting. Stones shall be set in final position prior to drilling for bars. Drilling shall be performed only after stones are properly seated and accepted by the Resident. Holes for bars shall be drilled to the diameter, depth, spacing, and orientation shown on the Plans or as directed by the Resident. Holes shall be cleaned of dust, slurry, water, and loose material prior to grouting. Bars shall be installed and grouted in accordance with the accepted work plan and the manufacturer's recommendations for the grout material.

Geotextile shall be installed at the locations and limits shown on the Plans or as directed by the Resident. Geotextile shall be placed smooth and free of folds, tears, punctures, or wrinkles. Damaged geotextile shall be repaired or replaced at no additional cost to the Department.

The Contractor shall control water, debris, sediment, and construction activities to prevent damage to the culvert, streambed, adjacent trail, and surrounding right of way. Work shall be sequenced to maintain structure stability and to prevent uncontrolled displacement of stones. Temporary support, bracing, diversion, dewatering, access, and protection required to complete the stone masonry work shall be incidental to the Granite Box Culvert Reconstruction pay item.

525.09 **Method of Measurement** – Granite Box Culvert Reconstruction satisfactorily completed and accepted will be measured as one lump sum unit.

525.10 **Basis of Payment** – Granite Box Culvert Reconstruction will be paid for at the Contract lump sum price, which shall be payment in full for furnishing all materials, material testing, labor, equipment, and other incidentals necessary to complete the work.

Payment will be made under:

Pay Item		Pay Unit
525.45	Granite Box Culvert Reconstruction – Culvert B	Lump Sum
525.45	Granite Box Culvert Reconstruction – Little Saco Tributary	Lump Sum
525.45	Granite Box Culvert Reconstruction – Saco Tributary A	Lump Sum
525.45	Granite Box Culvert Reconstruction – Saco Tributary B	Lump Sum

SPECIAL PROVISION
SECTION 525 – Granite Masonry
(Granite Box Culvert Infiltration Regrading)

Section 525 is Removed in its Entirety and Replaced with the Following:

- 525.01 **Description** – Work shall consist of carefully excavating the mouth of the culvert to open the invert and excavating and installing a riprap blanket outside of the mouth of the culvert as shown on the Plans and as directed by the Resident. Work associated with repointing failed joints or localized resetting or replacing dislodged or damaged stones will be paid for separately with pay items 525.261 Repointing Granite Masonry, 525.331 Additional Stones for Masonry Wall, or 629.07 Stone Mason as appropriate and as directed and approved by the Resident.
- 525.02 **Materials** – The following materials required in the granite box culvert repairs shall meet the following requirements:
- a. **Riprap** – Riprap shall meet the requirements of MaineDOT Standard Specifications, March 2026 Edition, Section 610 – Stone Fill, Riprap, Stone Blanket, and Stone Ditch Protection.
- 525.03 **General** – Excavation required to complete culvert repair activities shall be performed in a manner that prevents damage to the existing culvert, stones to remain in place, stones to be reset, headwalls, wingwalls, trail embankment, streambed, and other existing features. Excavation shall be limited to the minimum area necessary to complete the work shown on the Plans or directed by the Resident. All excavated material shall be stored within the project right of way and not trucked off-site. Excavation within the mouth of the culvert and within three feet of the culvert mouth shall be done by hand unless otherwise directed by the Resident.
- 525.09 **Method of Measurement** – Granite Box Culvert Invert Regrading will be measured for payment for each culvert end satisfactorily completed and accepted.
- 525.10 **Basis of Payment** – Granite Box Culvert Invert Regrading will be paid for at the unit price each, which price shall be full compensation for excavating and installing riprap including all labor and incidentals for these activities. Payment will be made under:

Pay Item		Pay Unit
525.46	Granite Box Culvert Invert Regrading	Each

SPECIAL PROVISION
SECTION 525 – GRANITE MASONRY
(Granite Box Culvert Infiltration Repair)

Section 525 is Removed in its Entirety and Replaced with the Following:

- 525.01 **Description** – Work shall consist of repairing box culvert barrels with fill being lost through gaps in the top slab and furnishing all necessary materials as shown on the plans and as directed by the Resident. Work includes excavating to expose the top slab and the top one foot of the barrel stones, inspecting the top slab, installing geotextile reinforcing over the culvert, and backfilling to finished grade. Work associated with repointing failed joints or localized resetting or replacing dislodged or damaged stones will be paid for separately with pay items 525.261 Repointing Granite Masonry, 525.331 Additional Stones for Masonry Wall, 629.07 Stone Mason, or 631.12 All Purpose Excavator (including operator) as appropriate and as directed and approved by the Resident.
- 525.02 **Materials** – The following materials required in the granite box culvert repairs shall meet the following requirements:
- a. **Geotextile** - Class A geotextile shall meet the requirements of Section 620 – Geotextiles and Section 722 – Geotextiles of the MaineDOT Standard Specifications, March 2026 Edition. Geotextile shall be Class A and of the type shown on the Plans or as directed by the Resident based on the intended use, including separation, stabilization, drainage, or erosion control. Geotextile shall be furnished, handled, stored, placed, overlapped, anchored, and protected in accordance with the Plans, manufacturer’s recommendations, and the Standard Specifications. Damaged, contaminated, deteriorated, or improperly placed geotextile shall be repaired or replaced as directed by the Resident at no additional cost to the Department.
- 525.03 **General** – Excavation required to complete culvert repair activities shall be performed in a manner that prevents damage to the existing culvert, stones to remain in place, stones to be reset, headwalls, wingwalls, trail embankment, streambed, and other existing features. Excavation shall be limited to the minimum area necessary to complete the work shown on the Plans or directed by the Resident. The Contractor shall provide temporary support, shoring, bracing, diversion, dewatering, and protection as necessary to maintain the stability of the existing structure and surrounding embankment during the work. All excavated material shall be stored within

the project right of way and not trucked off-site.

The exposed top slab of the culvert shall be inspected by the Contractor's mason and the Resident to determine if the culvert top stones are unstable or if additional repairs are warranted at this location. Additional work identified by the Mason and authorized by the Resident will not be incidental to the Granite Box Culvert Infiltration Repair pay item but will be paid separately using hourly items, granite masonry repointing item, or stone replacement item as determined by the Resident. The mason shall be experienced in the reconstruction, repair, and repointing of dry-laid and mortared stone masonry structures; including stone culverts, stone arches, stone headwalls, and similar historic or existing stone masonry features. The Contractor shall provide the Resident, for approval, documentation demonstrating that the proposed crew has successfully completed work of similar character and complexity. Such documentation shall include descriptions of previous stone masonry repair or reconstruction projects, references, and the names and roles of personnel proposed to perform the work.

The Contractor shall install geotextile over the top slab and vertically along the barrel draping down a minimum of six inches below the top slab to barrel stone joints in locations as detailed on the plans or as directed by the Resident. After the geotextile installation is approved by the Resident the structure will be carefully backfilled to the proposed grade shown on the plans.

525.09 **Method of Measurement** – Granite Box Culvert Infiltration Repair will be measured for payment per square foot of geotextile installed to the limits shown on the Plans or as directed by the Resident, satisfactorily completed and accepted.

525.10 **Basis of Payment** – Granite Box Culvert Infiltration Repair will be paid for at the unit price per square foot, which price shall be full compensation for excavating, inspecting the exposed top slab of the culvert, installing geotextile, and backfilling to proposed grade including all labor and incidentals for these activities.

Payment will be made under:

Pay Item		Pay Unit
525.47	Granite Box Culvert Infiltration Repair	Square Foot

SPECIAL PROVISION
SECTION 525 – GRANITE MASONRY
(Granite Box Culvert End Repair)

Section 525 is Removed in its Entirety and Replaced with the Following:

- 525.01 **Description** – Work shall consist of reconstructing partially collapsed ends of three-sided granite box culverts and furnishing all necessary materials as shown on the plans and as directed by the Resident. Work includes resetting the headwall, wingwall, and top slab stones, installing rebar dowels, and backfilling the reconstructed stone culvert to proposed grade as shown on the plans.
- 525.02 **Materials** – The following materials required in the granite box culvert repairs shall meet the following requirements:
- a. **Grout and Mortar** - Grout and mortar used for stone masonry joints, chinking stone joints, pointing, and grouted bars shall be compatible with the existing stone masonry and shall be suitable for the intended exposure conditions. Joint grout and pointing mortar shall conform to the requirements shown on the Plans and to the applicable requirements of Special Provision Section 525 – Granite Masonry, Repointing Granite Masonry, as modified herein. Mortar consistency shall be suitable for full-depth placement in joints and shall be tooled to match the existing adjacent masonry unless otherwise directed by the Resident. The Contractor shall submit the proposed grout and mortar mix design to the Resident for acceptance prior to use.
 - b. **Chinking Stone** - Chinking stone shall consist of sound, durable stone selected to fit tightly into voids between larger stones. Chinking stone shall be installed to provide stable bearing and proper joint geometry prior to placing mortar or grout.
 - c. **Reinforcing Bars and Dowels** - Reinforcing bars used in the footing slab or used for drilled and grouted bars shall be deformed billet-steel reinforcing bars, Grade 60, plain finish bar, meeting the requirements of Section 503 – Reinforcing Steel and the applicable materials requirements of the MaineDOT Standard Specifications, March 2026 Edition. Bars shall be of the size, length, and configuration shown on the Plans or as directed by the Resident. Bars shall be clean and free of dirt, oil, loose rust, scale, paint, or other deleterious material immediately prior to placement.

d. **Geotextile** - Class A geotextile shall meet the requirements of Section 620 – Geotextiles and Section 722 – Geotextiles of the MaineDOT Standard Specifications, March 2026 Edition. Geotextile shall be Class A and of the type shown on the Plans or as directed by the Resident based on the intended use, including separation, stabilization, drainage, or erosion control. Geotextile shall be furnished, handled, stored, placed, overlapped, anchored, and protected in accordance with the Plans, manufacturer's recommendations, and the Standard Specifications. Damaged, contaminated, deteriorated, or improperly placed geotextile shall be repaired or replaced as directed by the Resident at no additional cost to the Department.

525.03 **General** - Work shall be completed by a crew experienced in the reconstruction, repair, and repointing of dry-laid and mortared stone masonry structures; including stone culverts, stone arches, stone headwalls, and similar historic or existing stone masonry features. The Contractor shall provide the Resident, for approval, documentation demonstrating that the proposed crew has successfully completed work of similar character and complexity. Such documentation shall include descriptions of previous stone masonry repair or reconstruction projects, references, and the names and roles of personnel proposed to perform the work. Work shall be completed as shown on the Plans and at locations directed by the Resident. Work shall not commence until the Contractor's proposed stone masonry work plan, cataloging procedure, material sources, proposed grout/mortar mix, proposed drilling and grouting methods, and qualifications for the stone masonry crew have been submitted to and accepted by the Resident. Acceptance by the Resident does not relieve the Contractor of responsibility for completing the work in accordance with the Contract unless smaller culvert repairs are deemed unnecessary.

Work shall include resetting collapsed culvert ends and completing culvert repairs as indicated on the Plans or as directed by the Resident. The Contractor shall perform the work in a manner that preserves the existing stone geometry, culvert opening, barrel alignment, flow line, and historic character of the culvert to the greatest extent practical.

a. **Submittals and Documentation** - The Contractor is required to submit the following documentation:

- Limits of culvert removal
- Limits of excavation and temporary earth supports
- Documentation of individual stone location

- Final channel grade and box culvert length, width, and height
- Number and size of necessary replacement stones

The limits of culvert removal shall be submitted to the Resident and agreed upon prior to beginning any other work. The limits of work submittal will also include the overall size and shape of the culvert barrel, top slab, wingwalls, and headwall. The Resident will be notified immediately if the limits of work change at any time during reconstruction.

The Contractor shall submit excavation plans to the Resident detailing any temporary earth structural supports and will mark out the anticipated limits of excavation and will not proceed with excavation without approval of the Resident.

Prior to removing stones, during excavation and deconstruction, the Contractor shall catalog the stones by documenting their orientation and location along the culvert barrel. Cataloging shall include photographs, sketches, numbering, stationing, or other methods acceptable to the Resident. Stones shall be marked using a non-permanent marking method that will not stain, damage, or otherwise alter the stone surface. The cataloging system shall clearly identify each stone's original location, orientation, and relationship to adjacent stones.

The Contractor shall identify top slab stones that are damaged and require replacement per Special Provision 525 – Additional Stones for Masonry Wall, and submit the number and sizes of required replacement stones to the Resident for approval. Note that barrel stones are not anticipated to need replacement as cracked or damaged stones can be supplemented with mortar.

After deconstruction of the agreed upon damaged portion of the granite box culvert, the Contractor shall field measure the remaining portion of the culvert, determine the slope of the culvert and channel, and determine the depth of the culvert barrel below stream bottom to set the invert of the reconstructed culvert end.

b. *Excavation and Deconstruction* - Excavation and mechanical handling of stones shall be performed only to the extent necessary to complete the culvert repair or reconstruction shown on the Plans or directed by the Resident. Mechanical methods may include excavators, loaders, lifting devices, rigging, clamps, slings, straps, or other equipment accepted by the Resident. The Contractor shall protect stones intended for reuse during excavation, removal, storage, and

resetting. Stones shall not be dragged, dropped, pushed, or handled in a manner that may damage the stone or adjacent structure. Any stone damaged by the Contractor shall be replaced at no cost to the Department. Existing culvert stones shall not be discarded without approval from the Resident.

Excavation required to complete culvert repair or reconstruction activities shall be performed in a manner that prevents damage to the existing culvert, stones to remain in place, stones to be reset, headwalls, wingwalls, trail embankment, streambed, and other existing features. Excavation shall be limited to the minimum area necessary to complete the work shown on the Plans or directed by the Resident. The Contractor shall provide temporary support, shoring, bracing, diversion, dewatering, and protection as necessary to maintain the stability of the existing structure and surrounding embankment during the work. All excavated material shall be stored within the project right of way and not trucked off-site.

c. **Granite Box Culvert End Repair** – The stones shall be reset in their original orientation and location to the extent practical. Stones shall be set to provide firm bearing and tight contact with adjacent stones. Chinking stone shall be installed where required to fill voids, tighten joints, and provide stable bearing prior to placing mortar or grout. Joints shall be filled and pointed as shown on the Plans or as directed by the Resident. Culvert Top stone slabs that are fractured or have cracking on the bottom of the stone for at least 25% of the stone's thickness within the clear span or within 1'-0" on each side of the clear span will be replaced with approval from the Resident. Procuring and delivering replacement top stones will not be incidental to the Granite Box Culvert End Repair pay item but will be paid for separately. The work associated with modifying, erecting, mortaring, and drilling and anchoring accepted replacement top stones will be incidental to the Granite Box End Repair pay item.

Stones found within the project right of way may be used as replacement or chinking stone, provided they meet the material requirements specified in section 525.02, are approved by the Resident, and their removal or use is not deleterious to another existing structure, feature, or stabilized area.

Stones within the barrel walls that exhibit cracking may be repaired, modified, or trimmed by the Contractor, provided the proposed treatment maintains adequate bearing and structural capacity. The Contractor shall demonstrate to the satisfaction of the Resident that

sufficient bearing is preserved. Any modification to cracked stones shall be subject to review and approval by the Resident prior to incorporation into the work.

Stones shall not be predrilled for dowels before resetting. Stones shall be set in final position prior to drilling for bars. Drilling shall be performed only after stones are properly seated and accepted by the Resident. Holes for bars shall be drilled to the diameter, depth, spacing, and orientation shown on the Plans or as directed by the Resident. Holes shall be cleaned of dust, slurry, water, and loose material prior to grouting. Bars shall be installed and grouted in accordance with the accepted work plan and the manufacturer's recommendations for the grout material.

Geotextile shall be installed at the locations and limits shown on the Plans or as directed by the Resident. Geotextile shall be placed smooth and free of folds, tears, punctures, or wrinkles. Damaged geotextile shall be repaired or replaced at no additional cost to the Department.

The Contractor shall control water, debris, sediment, and construction activities to prevent damage to the culvert, streambed, adjacent trail, and surrounding right of way. Work shall be sequenced to maintain structure stability and to prevent uncontrolled displacement of stones. Temporary support, bracing, diversion, dewatering, access, and protection required to complete the stone masonry work shall be incidental to the Granite Box Culvert End Repair pay item.

525.09 **Method of Measurement** – Granite Box Culvert End Repair will be measured for payment for each culvert end satisfactorily completed and accepted.

525.10 **Basis of Payment** – Granite Box Culvert End Repair will be paid for at the unit price each, which price shall be full compensation for excavating, moving existing stones, resetting stones, replacing mortar, drilling and grouting dowel bars, and backfilling to proposed grade including all labor and incidentals for these activities.

Payment will be made under:

Pay Item		Pay Unit
525.48	Granite Box Culvert End Repair	Each

SPECIAL PROVISION
SECTION 525 – GRANITE MASONRY
(Masonry Tie Plate)

- 525.01 **Description** - This work shall consist of removing existing masonry tie plates and timber shims (see image below), furnishing and installing new steel tie plates with elastomeric bearing material, and performing incidental work necessary to restore bearing and alignment of the upper masonry course at Ten Mile Brook Bridge as shown on the Plans or as directed by the Resident.



Image 1 – Existing Masonry Tie

- 525.02 **Materials** - Steel tie plates shall be of the size, thickness, and configuration shown on the Plans or as directed by the Resident. Unless otherwise noted on the Plans, steel plates shall conform to ASTM A709 Grade 36, ASTM A36, or other approved structural steel meeting the requirements of Section 713. Steel plates shall be fabricated true to line and dimension and shall be free from defects, sharp burrs, fins, or irregularities that would prevent uniform bearing against the elastomeric bearing material or masonry surface.

Steel plates, washers, nuts, and other exposed ferrous metal components shall be galvanized after fabrication in accordance with the applicable requirements of Section 506 and Division 700. Galvanizing damaged during handling, installation, or adjustment shall be repaired as approved by the

Resident prior to final acceptance.

Elastomeric bearing material shall conform to the applicable requirements of Section 523 and Division 700 for elastomeric bearing pads, except as modified by the Plans or this Special Provision. The elastomeric material shall be neoprene or natural rubber, of the thickness and dimensions shown on the Plans, and shall be suitable for exterior bridge use. The material shall provide uniform bearing between the masonry surface and the steel tie plate. Unless otherwise shown on the Plans, the elastomeric bearing material shall have a minimum hardness of 50 durometer and shall be resistant to weathering, ozone, and moisture.

The Contractor shall submit material certifications for steel plates, galvanizing, elastomeric bearing material, and replacement hardware prior to installation. MaineDOT Division 700 includes requirements for material certification letters and manufacturer documentation for materials without project acceptance testing. All materials shall be approved by the Resident before incorporation into the work.

525.03 **Construction Requirements** - The Contractor shall remove the existing tie plates and timber shims at the locations shown on the Plans or as directed by the Resident. The Contractor can reuse existing shims and hardware if field cleaned and coated with a zinc rich protective coating system from the MaineDOT Qualified Products List. Removal shall be performed carefully to avoid loosening, breaking, or otherwise damaging adjacent masonry stones or existing tie rods that are to remain.

Shifted stones in the upper course shall be adjusted to a near plumb position. Adjustment may be accomplished by controlled excavation, tightening of the tie rods, or both. Excavation shall be limited to the extent necessary to permit realignment of the masonry and shall be performed in a manner that maintains the stability of the structure. The Contractor shall not damage tie rods through the wingwall during excavation activities. Tie rods shall be tightened gradually and uniformly to avoid overstressing or displacing the masonry.

After removal of the existing tie plates and timber shims, the Contractor shall clean and prepare the bearing surfaces to receive the new steel plates and elastomeric bearing material. Loose debris, deteriorated timber, soil, and other deleterious material shall be removed as necessary to provide proper bearing.

The new steel plates and elastomeric bearing material shall be installed at the location shown on the Plans or as directed by the Resident. The completed installation shall provide firm, uniform bearing against the

masonry. Uneven bearing conditions shall be corrected as directed by the Resident.

525.04 **Method of Measurement** - Masonry Tie Plate will be measured as one lump sum unit, complete and accepted.

525.05 **Basis of Payment** - Payment shall be full compensation for removing existing tie plates and timber shims, resetting stone courses as required, furnishing and installing new bearing assembly, cleaning and preparing surface, and tightening of existing tie rods. All work required to complete these construction activities shall be incidental to the contract item.

Payment will be made under:

Pay Item		Pay Unit
525.54	Masonry Tie Plate	Lump Sum

SPECIAL PROVISION
SECTION 525 – Granite Masonry
(Existing Granite Wall Repair)

Section 525 is Removed in its Entirety and Replaced with the Following:

525.01 **Description** – Work shall consist of reconstructing partially collapsed wingwalls of three-sided granite box culverts or existing stone retaining structures and furnishing all necessary materials as shown on the plans and as directed by the Resident. Work includes resetting the headwall, wingwall, and top slab stones, installing rebar dowels, and backfilling the reconstructed stone culvert to proposed grade as shown on the plans.

525.02 **Materials** – The following materials required in the granite box culvert repairs shall meet the following requirements:

a. **Grout and Mortar** - Grout and mortar used for stone masonry joints, chinking stone joints, pointing, and grouted bars shall be compatible with the existing stone masonry and shall be suitable for the intended exposure conditions. Joint grout and pointing mortar shall conform to the requirements shown on the Plans and to the applicable requirements of Special Provision Section 525 – Granite Masonry, Repointing Granite Masonry, as modified herein. Mortar consistency shall be suitable for full-depth placement in joints and shall be tooled to match the existing adjacent masonry unless otherwise directed by the Resident. The Contractor shall submit the proposed grout and mortar mix design to the Resident for acceptance prior to use.

b. **Chinking Stone** - Chinking stone shall consist of sound, durable stone selected to fit tightly into voids between larger stones. Chinking stone shall be installed to provide stable bearing and proper joint geometry prior to placing mortar or grout.

525.03 **General** – Work shall be completed by a crew experienced in the reconstruction, repair, and repointing of dry-laid and mortared stone masonry structures; including stone culverts, stone arches, stone headwalls, and similar historic or existing stone masonry features. The Contractor shall provide the Resident, for approval, documentation demonstrating that the proposed crew has successfully completed work of similar character and complexity. Such documentation shall include descriptions of previous stone masonry repair or reconstruction projects, references, and the names and roles of personnel proposed to perform the work.

Work shall be completed as shown on the Plans and at locations directed by the Resident. Work shall not commence until the Contractor's proposed stone masonry work plan, material sources, proposed grout/mortar mix, and qualifications for the stone masonry crew have been submitted to and accepted by the Resident. Acceptance by the Resident does not relieve the Contractor of responsibility for completing the work in accordance with the Contract.

Work shall include removing and resetting the top portion of the stone retaining wall or culvert wingwall as indicated on the Plans or as directed by the Resident. The Contractor shall perform the work in a manner that preserves the existing wingwall geometry and historic character of the structure to the greatest extent practical.

a. **Submittals and Documentation** - The Contractor is required to submit the following documentation:

- Limits of wingwall removal
- Limits of excavation and temporary earth supports

The limits of wingwall removal shall be submitted to the Resident and agreed upon prior to beginning any other work. The Resident will be notified immediately if the limits of work change at any time during reconstruction.

The Contractor shall submit excavation plans to the Resident detailing any temporary earth structural supports and will mark out the anticipated limits of excavation and will not proceed with excavation without approval of the Resident.

b. **Excavation and Deconstruction** - Excavation and mechanical handling of stones shall be performed only to the extent necessary to complete the wall repair or reconstruction shown on the Plans or directed by the Resident. Mechanical methods may include excavators, loaders, lifting devices, rigging, clamps, slings, straps, or other equipment accepted by the Resident. The Contractor shall protect stones intended for reuse during excavation, removal, storage, and resetting. Stones shall not be dragged, dropped, pushed, or handled in a manner that may damage the stone or adjacent structure. Any stone damaged by the Contractor shall be replaced at no cost to the Department. Existing wall stones shall not be discarded without approval from the Resident.

Excavation required to complete wall repair or reconstruction activities shall be performed in a manner that prevents damage to the existing

structure, stones to remain in place, stones to be reset, headwalls, wingwalls, trail embankment, streambed, and other existing features. Excavation shall be limited to the minimum area necessary to complete the work shown on the Plans or directed by the Resident. The Contractor shall provide temporary support, shoring, bracing, diversion, dewatering, and protection as necessary to maintain the stability of the existing structure and surrounding embankment during the work. All excavated material shall be stored within the project right of way and not trucked off-site.

c. **Granite Wall Repair** – The stones shall be reset in their original orientation and location to the extent practical. Stones shall be set to provide firm bearing and tight contact with adjacent stones. Chinking stone shall be installed where required to fill voids, tighten joints, and provide stable bearing prior to placing mortar or grout. Joints shall be filled and pointed as shown on the Plans or as directed by the Resident.

Stones found within the project right of way may be used as chinking stone, provided they meet the material requirements specified in section 525.02, are approved by the Resident, and their removal or use is not deleterious to another existing structure, feature, or stabilized area.

The Contractor shall control water, debris, sediment, and construction activities to prevent damage to the structure, streambed, adjacent trail, and surrounding right of way. Work shall be sequenced to maintain structure stability and to prevent uncontrolled displacement of stones. Temporary support, bracing, diversion, dewatering, access, and protection required to complete the stone masonry work shall be incidental to the Existing Granite Wall Repair pay item.

525.09 **Method of Measurement** – Granite Box Culvert End Repair will be measured for payment for each location satisfactorily completed and accepted.

525.10 **Basis of Payment** – Existing Granite Wall Repair will be paid for at the Contract lump sum price, which shall be payment in full for excavating, moving existing stones, resetting stones, replacing mortar, and backfilling to proposed grade including all labor and incidentals for these activities.

Payment will be made under:

Pay Item		Pay Unit
525.61	Existing Granite Wall Repair – Red Mill Brook	Lump Sum
525.61	Existing Granite Wall Repair – Culvert A	Lump Sum

SPECIAL PROVISION
SECTION 528 – STRUCTURAL TIMBER
(Heavy Timber Construction)

528.01 **Description** – This work shall consist of the fabrication, delivery, and installation of structural timber for abutments and retaining walls in accordance with these specifications and as shown on the Plans.

a. Definitions

1. **Timber:** Lumber of 5 inches nominal size or greater in least dimension.

528.02 **Materials** – The following materials are used on the project:

a. Timber - DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade timber by an agency certified by the ALSC Board of Review to inspect and grade timber under the rules indicated.

1. Factory mark each piece of timber with grade stamp of grading agency.
2. Maximum moisture content of timber shall be 19 percent unless otherwise indicated.
3. Timber shall be pressure-treated with an approved preservative in accordance with AWP Standard U1 for the applicable Use Category. Timber shall be pressure treated after cutting, framing, boring, and machining whenever practicable. All treated timber shall be clearly identified by the treating plant and inspection agency and shall conform to the preservative retention requirements specified for the intended service conditions.
4. Kiln-dry timber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
5. Mark timber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
6. Wood species and grade as indicated on the Plans.

b. Timber Alternatives - Timber shown on the Plans may be replaced with crane mats, provided the crane mats meet the requirements of Section 528.02a for timber. Crane mats shall match the dimensions,

layout, and intended function shown on the Plans unless otherwise approved by the Resident. All connection details, including drilling, bolts, washers, plates, spacing, and fastening configurations, shall be as shown on the Plans. The Contractor shall submit documentation demonstrating compliance with Section 528.02a prior to installation. No separate payment will be made for the substitution of crane mats for timber.

Prior to installation, the Contractor shall submit documentation demonstrating that the proposed crane mats meet the requirements of Section 528.02a. The submittal shall include mat dimensions, species or material type as applicable, condition, grade or inspection documentation where available, and any additional information requested by the Resident.

Crane mats that are split, crushed, decayed, excessively checked, oil-soaked, contaminated, or otherwise damaged in a manner that may impair performance will not be accepted. Field cutting, drilling, or fitting of crane mats shall be performed in a manner that does not damage the mat or compromise the required connections.

The substitution of crane mats for timber shall be considered incidental to the Contract item requiring the timber. No separate payment will be made for furnishing, modifying, handling, drilling, installing, removing, or replacing crane mats unless otherwise provided in the Contract.

For Timber Retaining Walls, the Contractor may use existing rail ties at the project site if they are in fair condition without major splits, crushing, or decay.

c. **Fasteners** - Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture. Fasteners shall be coated with a hot-dip zinc coating complying with ASTM A153/A153. Fasteners shall be installed in the location and manner as indicated on the Plans.

1. **Nails, Brads, Staples** - ASTM F1667

2. **Lags, Bolts, Hardware** – ASTM A307A

3. **Steel Connections** - Timber angle connections shall consist of steel angles, plates, lags, washers, and associated hardware of the size, thickness, configuration, and spacing shown on the Plans. Steel angles and connection plates shall be galvanized after fabrication in accordance with ASTM A123/A123M. Bolts, nuts, washers, and other connection hardware shall be galvanized in

accordance with ASTM A153/A153M. All holes shall be drilled or punched prior to galvanizing unless otherwise approved by the Resident. Connections shall be installed tight, true to line and grade, and in full contact with the timber members without crushing, splitting, or otherwise damaging the timber. Damaged galvanized surfaces shall be repaired in accordance with ASTM A780/A780M or as approved by the Resident.

d. **Geotextile** - Erosion control geotextile shall meet the requirements of MaineDOT Standard Specifications Section 722.03, Geotextile – Erosion Control, for the class specified on the Plans. The geotextile shall be furnished, stored, handled, and installed in accordance with the Standard Specifications, the Plans, and the manufacturer’s recommendations. Material shall be free from defects, damage, contamination, or deterioration that would impair its intended function. Acceptance, placement, overlaps, anchorage, repairs, and any required protection shall be as specified in the Contract documents or as directed by the Resident.

528.03 **Construction Requirements**

a. **Subgrade** – The subgrade shall be tested for a minimum bearing capacity as specified on the Plans prior to installing the timber abutment. Testing shall be performed in general accordance with ASTM D1194, Standard Test Method for Bearing Capacity of Soil for Static Load and Spread Footings, or an approved equivalent procedure.

b. **Submittals** – The following submittals shall be provided prior to construction activities:

1. Product Data: For each type of process and factory fabricated product. Include data for wood-preservative treatment from chemical treatment manufacturers and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
2. Evaluation Reports: Per ICC-ES for the following items: Wood-preservative treated wood, power driven fasteners.
3. Shipping and Storage: Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide space for air circulation around stacks and under coverings.

528.04 **Method of Measurement** – Heavy Timber Construction satisfactorily

installed and accepted will be measured as one lump sum unit.

- 528.05 ***Basis of Payment*** – Heavy Timber Construction will be paid at the Contract lump sum price, which shall be payment in full for furnishing all materials, material testing, labor, equipment, and other incidentals necessary to complete the work.

Payment will be made under:

Pay Item		Pay Unit
528.10	Heavy Timber Construction – Burnt Meadow Tributary	Lump Sum
528.10	Heavy Timber Construction – Pierces Brook	Lump Sum
528.10	Heavy Timber Construction – Red Mill Brook	Lump Sum

SPECIAL PROVISION
SECTION 528 – STRUCTURAL TIMBER
(Structural Timber Decking)

- 528.01 **Description** – This work shall include all materials, labor, and equipment required to furnish and install the new timber bridge decks and the new timber approach decks, and all associated hardware as shown on the Plans and described in this Specification.

Removal of the existing steel rails and ties on bridges will not be paid for separately and are considered incidental to the Structural Timber Decking pay item.

a. Definitions

1. **Decking System** – Decking system consists of timber stringers, timber deck boards, and all associated connection systems and hardware.
2. **Railing System** – Railing system consists of timber rails, timber posts, timber spacer block, and all associated connection systems and hardware.
3. **Boards or Strips** - Lumber of less than 2 inches nominal size in least dimension.
4. **Dimension Lumber** – Lumber of 2 inches nominal size or greater in least dimension but less than 5 inches nominal size in least dimension.
5. **Timber** – Lumber of 5 inches nominal size or greater in least dimension.

- 528.02 **Materials** – The following materials are used on the project:

a. Ties and Timbers - All ties and timbers shall be solid-sawn and treated Southern Pine (5"x5" or larger) or Douglas Fir (beams and stringers) Grade No. 1 or better. All ties shall be 10 feet in length. All ties and timbers shall meet the requirements of Chapter 7, Section 1.7 "Specifications for Timber Bridge Ties" of the AREMA Manual. All ties and timbers shall meet or exceed the allowable unit stress values for wet conditions, visual grading shown in AREMA Table 7-2-9. Bridge ties shall be surfaced two sides (s2s) on the top and bottom sides, and dapped (notched) on the bottom side as shown in the Plans.

b. Dimension Lumber and Boards or Strips - DOC PS 20 and applicable

rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. Dress lumber, S4S, unless otherwise indicated.
3. Maximum moisture content of lumber shall be 19 percent unless otherwise indicated.
4. Lumber shall be pressure-treated with an approved preservative in accordance with AWP Standard U1 for the applicable Use Category. Lumber shall be pressure treated after cutting, framing, boring, and machining whenever practicable. All treated lumber shall be clearly identified by the treating plant and inspection agency and shall conform to the preservative retention requirements specified for the intended service conditions.
5. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
6. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
7. Wood species and grade as indicated on the Plans.
8. All members shall be treated with preservative.

c. *Preservative Treatment* - All timber shall be dual treated with #1 Borate and #6 Creosote preservative in accordance with the requirements of Chapter 30, Section 3.6 "Wood Preserving" and Section 3.7 "Specifications of Treatment" of the AREMA Manual. Minimum creosote preservative retention shall be 6 pounds creosote per cubic foot of timber for all members. The preservative treatment to be used shall be Borate/Creosote as outlined above.

As an alternate method, timber may be treated with Copper Naphthenate preservative in accordance with the requirements of Chapter 30, Section 3.6 "Wood Preserving" and Section 3.7 "Specifications of Treatment" of the AREMA Manual. Minimum preservative retention shall be 0.06 pounds of Copper Naphthenate per cubic foot of timber for all members. The preservative treatment for Copper Naphthenate shall conform to

AWPA specifications P36.

d. **Field-Applied Preservative Treatment** - Field-applied preservative treatment shall meet the requirements of AASHTO M 133 and shall be approved by the Engineer prior to use.

All field treatment shall be performed in accordance with the provisions of AWPA Miscellaneous Standard M4. Prior to the delivery of preservative material, a copy of the Material Safety Data Sheet for the product shall be provided to the Resident.

e. **Tie Connection Hardware** - All screws, washers, nuts or other connection hardware required for installation of new bridge timber shall be as stated on the Plans and meet the requirements of Chapter 7, Section 1.6 "Specifications of Fasteners for Timber Trestles" of the AREMA Manual. All connection hardware shall be galvanized unless otherwise noted.

1. **Bridge Tie to Top Flange Connectors (Hook Bolts)** - Bridge tie to top flange connectors shall be either HCP-25 Bridge Tie Anchors by Rails Company (www.railsco.com, 973-763-4320) with 0.75" diameter ASTM A307 hex-head bolts with nuts and washers, Sealtite Hook Bolts with Sealtite Spring Locks and Washer Nuts by Lewis Bolt & Nut Company (www.lewisbolt.com, 800-328-3480), or an approved equal.

f. **Fasteners** - Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture. Fasteners shall be coated with a hot-dip zinc coating complying with ASTM A153. Fasteners shall be installed in the location and manner as indicated on the Plans.

1. **Nails, Brads, Staples** - ASTM F1667

2. **Lags, Bolts, Hardware** - ASTM A307A

3. **Steel Connections** - Timber angle connections shall consist of steel angles, plates, lags, washers, and associated hardware of the size, thickness, configuration, and spacing shown on the Plans. Steel angles and connection plates shall be galvanized after fabrication in accordance with ASTM A123/A123M. Bolts, nuts, washers, and other connection hardware shall be galvanized in accordance with ASTM A153/A153M. All holes shall be drilled or punched prior to galvanizing unless otherwise approved by the Resident. Connections shall be installed tight, true to line and grade, and in full contact with the timber members without

crushing, splitting, or otherwise damaging the timber. Damaged galvanized surfaces shall be repaired in accordance with ASTM A780/A780M or as approved by the Resident.

g. **Metal Framing Angle** - Angle connectors for timber connections shall be Simpson Strong-Tie ML23Z (www.strongtie.com) or an approved equivalent, fabricated from 12-gauge steel with nominal 2-inch by 3-inch legs and configured to provide a 90-degree connection. Connectors shall be hot-dipped, zinc coated complying with ASTM A153, or equal corrosion-resistant galvanized coating suitable for exterior and treated-wood applications. Fasteners shall be Simpson Strong-Drive SDS 1/4-inch by 1-1/2-inch Heavy-Duty Connector screws or approved equivalent fasteners compatible with the connector and coating system, installed in the number, location, and pattern recommended by the manufacturer or as shown on the Plans. Equivalent connectors shall provide equal or greater material thickness, corrosion resistance, dimensions, fastener compatibility, and published design capacity.

528.03 **Submittals and Fabrication Requirements** - The following submittals shall be provided prior to construction activities:

a. **Product Data** – Include grade and species certifications for all solid-sawn lumber/timber/boards used on the project. Include data for wood-preservative treatment from chemical treatment manufacturers. Indicate type of preservative used and net amount of preservative retained.

b. **Evaluation Reports** - Per ICC-ES for the following items: Wood-preservative treated wood, power driven fasteners.

c. **Shipping and Storage** - Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide space for air circulation around stacks and under coverings.

528.04 **Construction Requirements**

a. **Bridge Ties** – Installation of new timber bridge ties shall be performed in accordance with Chapter 7, Part “Specifications for Timber Bridge Ties” and Chapter 7, Part 4 “Construction and Maintenance of Timber Structures” of the AREMA Manual.

All field cut ends and connection holes in timber members shall be treated

with an approved field-approved preservative treatment.

The tops of all stringers, girders and backwalls shall be cleaned of debris prior to installation of bridge ties and timbers.

Holes for bolts connecting bridge ties to top flanges shall be prebored during fabrication and before treatment of the bridge ties. Prebored holes shall be 1/16" larger than the diameter of the bolt. Bridge tie to top flange connectors shall be installed in accordance with the manufacturer's instructions.

Each bridge tie shall be permanently tagged identifying the respective bridge number and dapping pattern. Ties, timbers, and associated hardware shall be grouped and packaged for delivery to each individual bridge.

Anti-splitting gang nail end plates shall be installed on the ends of all bridge ties. End plates shall meet all of the applicable requirements of Chapter 30, Section 3.1.6 and Section 3.1.7 of the AREMA Manual. End plates shall cover a minimum of 75% of the end area of the tie, shall be 18-gauge galvanized steel and shall have teeth extending at least 3/8 inches beyond the end of the plate. End plates shall be installed centered on the end of each tie and fully driven with no evidence of excessive bending or mashing of teeth.

b. On-Grade Ties – Installation of new timber ties on grade shall be performed in accordance with Chapter 7, Part 4 "Construction and Maintenance of Timber Structures" of the AREMA Manual.

Existing ties and ballast shall be removed to the lines and grades as shown on the Plans. Upon placing new ties, place and compact railroad ballast to a depth of 6 inches around the new ties. Ensure ties are fully supported prior to the installation of the deck.

c. Stringers, Decking, Posts, Railings – Connectors shall be installed tight to the timber members without crushing, splitting, or otherwise damaging the wood, and damaged galvanized surfaces shall be repaired or the connector replaced as directed by the Resident.

Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

Comply with AWP A M4 for applying field treatment to cut surfaces of preservative treated lumber. Use copper naphthenate for items not

continuously protected from liquid water.

Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

For exposed work, arrange fasteners in straight rows parallel with edges of members, with fasteners evenly spaced, and with adjacent rows staggered. Comply with indicated fastener patterns where applicable on the Plans. Use common nails unless otherwise indicated. All lag heads should be countersunk on areas that conflict with travelway or other connections.

528.05 **Method of Measurement** – Structural Timber Decking satisfactorily installed and accepted will be measured as one lump sum unit.

528.06 **Basis of Payment** – Structural Timber Decking will be paid for at the Contract lump sum price, which shall be payment in full for furnishing all materials, material testing, labor, equipment, and other incidentals necessary to complete the work.

Payment will be made under:

Pay Item		Pay Unit
528.601	Structural Timber Decking – Cattle Pass	Lump Sum
528.601	Structural Timber Decking – Little Saco	Lump Sum
528.601	Structural Timber Decking – Pierces Brook	Lump Sum
528.601	Structural Timber Decking – Red Mill Brook	Lump Sum
528.601	Structural Timber Decking – Shepards Brook	Lump Sum
528.601	Structural Timber Decking – Ten Mile Brook	Lump Sum

SPECIAL PROVISION
SECTION 606 - GUARDRAIL
(Timber Guardrail)

- 606.01 **Description** - This work shall consist of furnishing and installing timber guardrail at locations shown on the plans and in reasonably close conformity with the lines, grades, and details shown on the plans.
- 606.02 **Materials** - All lumber shall conform to Voluntary Product Standards PS-70 and be certified according to applicable standard grading and dressing rules and shall bear the official grade and/or trademark of the association under whose rules it is produced.
- A. **Wood**: All wood shall be #2 Southern Yellow Pine (Southern Pine Inspection Bureau Grade), or approved equal. All wood shall be new, solid, sound and surface dry with a maximum moisture content of 19 percent. All wood shall be clearly marked with the official grading information.
- B. **Fasteners**: Carriage bolts shall be hot dipped galvanized steel or stainless steel and shall conform to the requirements of ANSI-B18.5 for round head, square neck bolts and to ASTM- A307. Washers shall be plain steel and shall conform to the requirements of ANSI-B18.22.1. Nuts shall be hex nuts conforming to the requirements of ANSI-B18.22.2.
- C. **Treatment**: All wood shall be 0.40 lbs per cubic foot pressure treated with Alkaline Copper Quaternary (ACQ).
- 606.08 **Method of Measurement** - Timber guardrail will be measured by the linear foot from center to center of end posts installed.
- 606.09 **Basis of Payment** - The accepted quantities of timber guardrail will be paid for at the Contract unit price per linear foot, complete in place.

Payment will be made under:

	Pay Item	Pay Unit
606.611	Timber Guardrail	Linear Foot

SPECIAL PROVISION
SECTION 607 - FENCES
(Swing Gate – 10 Foot)

607.01 **Description** - This work shall also consist of furnishing and installing a swing gate in reasonably close conformity with the lines and grades as shown on the Plans or as approved by the Resident. The installation shall include the assembly and erection of all parts and materials complete at the locations as shown on the Plans or as approved by the Resident. The work shall also include furnishing and installing additional posts to allow the gate to be locked in the open position as well as chains with padlocks and keys for each gate.

607.02 **Materials** - Swing Gate - 10 Foot and associated hardware shall be galvanized steel as specified in AASHTO M181 and shall be galvanized in accordance with the applicable requirements of ASTM A153.

Concrete for anchoring the gate posts shall meet the requirements of Section 502 – Structural Concrete, except air entraining will not be required. The class of concrete shall be optional.

607.06 **Method of Measurement** - Swing Gate - 10 Foot will be measured by each unit of the kind specified and installed.

607.07 **Basis of Payment** - Swing Gate - 10 Foot will be paid for at the Contract price each, complete in place, which payment shall be compensation for furnishing and installing pipe entry gates and all necessary hardware, excavation and concrete as shown on the plans or included herein.

Payment will be made under:

	Pay Item	Pay Unit
607.156	Swing Gate - 10 Foot	Each

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

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. Bank lines 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 Item		Pay Unit
610.213	Void-Filled Riprap	CY

SPECIAL PROVISION
SECTION 618 - SEEDING
(Special Seed Mix)

618.01 **Description** - The following list provides a Special Provision Seed Mix to be used on non-rip rap side slopes steeper than 3:1 and within ditch lines, as directed by the Resident. These areas coincide with areas which received erosion control blanket treatment. These areas shall be seeded per the Standard Specification Section 618 Seeding Method #1 supplemented with the Special Seed Mix. The seeding shall be accomplished as soon as grading is completed while the soil is still friable and before weeds emerge.

618.02 **Materials** -

Special Seed Mix

30.00	%	<i>Carex vulpinoidea</i>	Fox Sedge
20.00	%	<i>Elymus virginicus</i>	Virginia Wildrye
11.00	%	<i>Carex scoparia</i>	Blunt Broomsedge
10.70	%	<i>Carex lurida</i>	Lurid Sedge
4.20	%	<i>Asclepias incarnata</i>	Swamp Milkweed
4.00	%	<i>Verbena hastata</i>	Blue Vervain
3.00	%	<i>Bidens cernua</i>	Nodding Bur Marigold
2.90	%	<i>Zizia aurea</i>	Golden Alexanders
2.00	%	<i>Juncus effusus</i>	Soft Rush
1.60	%	<i>Asclepias syriaca</i>	Common Milkweed
1.20	%	<i>Sparganium eurycarpum</i>	Giant Bur-reed
1.00	%	<i>Carex lupulina</i>	Hop Sedge
1.00	%	<i>Solidago rugosa</i>	Wrinkleleaf Goldenrod
1.00	%	<i>Penthorum sedoides</i>	Ditch Stonecrop
1.00	%	<i>Aster novae-angliae</i>	New England Aster
0.80	%	<i>Aster puniceus</i>	Purple Stemmed Aster
0.80	%	<i>Aster umbellatus</i>	Flat-topped White Aster
0.70	%	<i>Eupatorium perfoliatum</i>	Boneset
0.70	%	<i>Monarda fistulosa</i>	Wild Bergamot
0.50	%	<i>Sparganium americanum</i>	Lesser Bur-reed
0.50	%	<i>Cinna arundinacea</i>	Wood Reedgrass
0.40	%	<i>Mimulus ringens</i>	Square Stemmed Monkeyflower
0.30	%	<i>Scirpus cyperinus</i>	Woolgrass
0.30	%	<i>Scirpus hattorianus</i>	Northern Bulrush
0.20	%	<i>Carex stricta</i>	Tussock Sedge
0.20	%	<i>Calamagrostis canadensis</i>	Canada Bluejoint

618.03 ***Rates of Application -***

The Special Seed Mix shall be applied at the rate of 1 lb per unit [1,000 sq.ft.]

Apply this mix at 40 lbs/acre with a cover crop.

For a cover crop use Aroostook rye (1 Sep to 30 Apr; 30 lbs/acre (0.7 lbs/1,000 ft)) or Sideoats grama (1 May to 31 Aug; 7 lbs/acre (0.16 lbs/1,000 ft)).

618.11 ***Method of Measurement*** - Special Seed Mix shall be measured for payment per unit/1,000 square feet.

618.12 ***Basis of Payment -***

Payment will be made under:

Pay Item		Pay Unit
618.149	Special Seed Mix	Unit

SPECIAL PROVISION
SECTION 629 – HAND LABOR
(Stone Mason)

629.01 **Description** – Add the following paragraph:

This work shall consist of furnishing and supervising stone masons when authorized or directed by the Resident in accordance with these specifications. This work includes all supplies, materials, equipment, tools, incidentals, and laborers related to stone masonry repairs. Expected work consists of cataloging existing stones to be reset, creating joints of chinking stone and mortar, setting stone, pointing joints, drilling and grouting bars, installing geotextile, and any other stone masonry repairs that are not covered by the culvert repair options in Special Provision 525, as directed by the Resident.

629.02 **General** – Work shall be completed by a crew experienced in the reconstruction, repair, and repointing of dry-laid and mortared stone masonry structures; including stone culverts, stone arches, stone headwalls, and similar historic or existing stone masonry features. The Contractor shall provide the Resident, for approval, documentation demonstrating that the proposed crew has successfully completed work of similar character and complexity. Such documentation shall include descriptions of previous stone masonry repair or reconstruction projects, references, and the names and roles of personnel proposed to perform the work.

Work shall not commence until the Contractor's proposed stone masonry work plan, cataloging procedure, material sources, proposed grout/mortar mix, proposed drilling and grouting methods, and qualifications for the stone masonry crew have been submitted to and accepted by the Resident.

The Contractor shall perform the work in a manner that preserves the existing stone geometry, culvert opening, barrel alignment, flow line, and historic character of the culvert to the greatest extent practical.

629.03 **Method of Measurement** - Stone Mason will be measured by the hours of work actually performed, measured to the nearest ¼ hour for each approved mason. Accepted work activities include stone cataloging, stone removal, stone resetting, chinking, pointing, drilling and grouting bars, installing geotextile associated with stone masonry repair, and related culvert reconstruction activities as directed by the Resident.

Time spent by laborers, operators, forepersons, equipment, or other

personnel not performing or directly assisting the stone masonry work will not be measured under this item unless approved by the Resident. Time required to correct defective work, replace damaged stones caused by the Contractor's operations, or perform work not directed and approved by the Resident will not be measured for payment.

- 629.05 ***Basis of Payment*** - The accepted quantity of Stone Mason will be paid for at the Contract unit price per hour. Payment shall be full compensation for hiring, transporting, supervising, payment of workman's compensation, social security taxes, unemployment insurance, overtime, benefits and for all hand tools, small equipment, protective equipment, mortar, grout, chinking stone, rebar dowels, geotextile associated with stone masonry repair, and all incidentals necessary to complete the work.

Laborers, determined to be below normal acceptable standards of production or workmanship, will be paid for at reduced hours as determined by the Resident.

Payment will be made under:

Pay Item		Pay Unit
629.07	Stone Mason	Hour

SPECIAL PROVISION
SECTION 643
 TRAFFIC SIGNALS
 (Rectangular Rapid Flashing Beacon Assembly)

Amend Standard Specification Section 643 - Traffic Signals as follows:

Add the following to the end of Section 643.01, Description:

This work shall consist of furnishing and installing Rectangular Rapid Flashing Beacons (RRFBs), signage, and associated equipment and appurtenances, in accordance with these specifications and in conformity with the lines, grades, and dimensions shown on the Plans or established herein.

Add the following Section 643.025, Assembly:

RRFBs and signs for each crosswalk shall meet the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) Chapter 4L – Rectangular Rapid-Flashing Beacons.

The following are also required in addition to:

1. Each RRFB Assembly shall include equipment visible for each direction of vehicular traffic unless otherwise shown on the plans. Said equipment shall include two W11-2 signs (one to be a mirrored image for the left side of the road), two W16-7P signs, and two RRFB units.
2. A small light directed at and visible to pedestrians in the crosswalk shall be installed integral to the RRFB to give confirmation that the RRFB is in operation.
3. RRFB must operate between the temperatures of -40° F to +176° F.
4. W11-2 and W16-7P signs shall be MUTCD compliant and fluorescent yellow-green.
 - a. Signs shall be sheet aluminum and meet requirements of Section 645 for Type II regulatory, warning, and route marker assembly signage.
5. Pedestrian activated pushbuttons shall be used.
6. Communication between the devices shall be Spread Spectrum Wireless or direct wire as shown on plans.
7. Each assembly shall have two LED lights mounted to each pole for pedestrian vertical illuminance. One light shall be aimed at the detectable warning field and the other towards the center of the travel lane. Additional requirements for the pedestrian lights are as follows:
 - a. They shall activate in conjunction with the RRFB
 - b. They shall activate when less than 10 lux of ambient light is present and shall not illuminate when the ambient light is equal to or greater than 10 lux
 - c. They shall provide vertical illuminance of 20 lux across the entire crosswalk, measured at a height of 5 feet from the road surface
 - d. They shall be housed in their own IP66 minimum rated enclosures
 - e. They shall be adjustable for 120 degrees horizontally and vertically
8. Each pole shall be outfitted with an 85-watt solar panel, a NEMA 4X aluminum pole mount cabinet, and a 105 Amp-hour absorbent glass mat lead acid battery.

9. The pole shall be a 4-inch inner diameter ASTM A53 Schedule 40 galvanized steel. A cap to make the pole watertight shall be provided at the top of the pole.
10. Each support pole shall be installed with a square aluminum pedestal base with grounding lug.
11. The pole and pedestal base shall conform to the latest edition of "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" and National Cooperative Highway Research Program Report 350.
12. All equipment shall be securely attached to the pole with sufficient banding or fasteners.
13. All wiring shall be located inside the pole to the maximum extent possible.

Add the following to the end of Section 643.18, Method of Measurement:

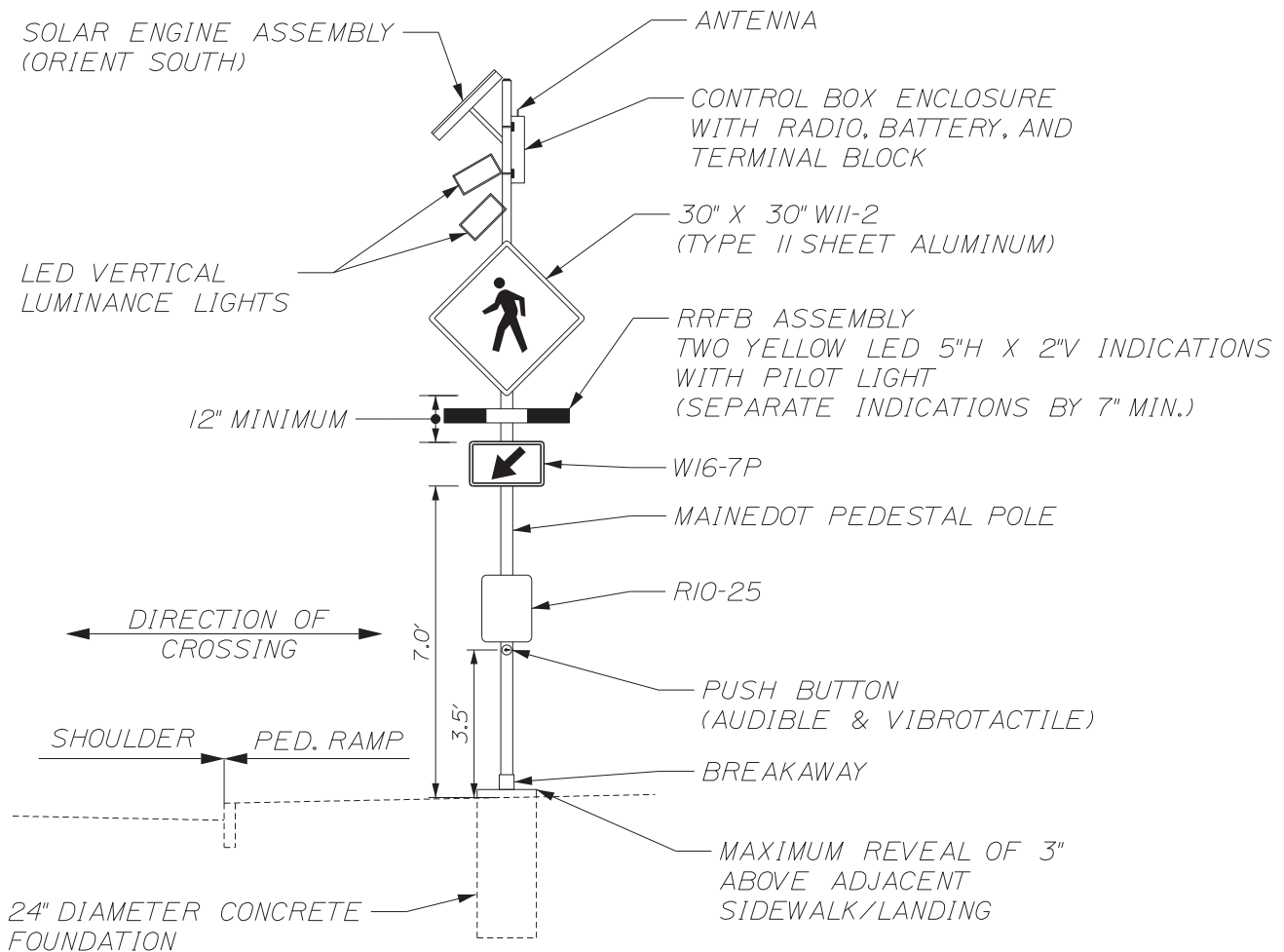
Rectangular Rapid Flashing Beacon Assembly will be measured for payment by each installation complete in place.

Add the following to the end of Section 643.19, Basis of Payment:

Rectangular Rapid Flashing Beacon Assembly will be paid for at the Contract unit price by each. Payment will be full compensation for furnishing all materials including, but not limited to, the RRFB LED-arrays, LED vertical illuminance, controller cabinet, pole and breakaway device, wiring, fasteners, pedestrian push button, signs, solar panel, battery, wireless spread spectrum communication, and all appurtenances and incidentals required for a complete and functioning system. Wiring, grounding, and associated electrical work and materials shall be incidental. Foundations shall be paid for under applicable Section 626 pay items.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
643.621	Rectangular Rapid Flashing Beacon Assembly	Each



NOTES:

1. FLASH DURATION FOR CROSSING SHALL MEET MUTCD REQUIREMENTS.
2. INSTALL RIO-25 SIGNAGE AND PUSH BUTTON TO ALIGN TO DIRECTION OF CROSSING.
3. PEDESTRIAN PUSH BUTTONS SHALL BE ADA COMPLIANT AND BE INSTALLED AT 3.5 FEET ABOVE ADJACENT ACCESSIBLE SURFACE GRADE.
4. MAXIMUM ALLOWABLE REACH DISTANCE FOR PEDESTRIAN PUSH BUTTONS IS 10 INCHES. INSTALL EXTENSION BRACKETS IF REQUIRED. PAYMENT FOR EXTENSION BRACKETS WILL BE INCIDENTAL TO RRFB PAY ITEM.
5. ACCESSIBLE PEDESTRIAN PUSH BUTTONS ON RRFB PEDESTAL POLES SHALL BE PROVIDED WITH A SPEECH MESSAGE. SPEECH MESSAGES SHALL BE "(STREET NAME), YELLOW LIGHTS ARE FLASHING FOR (STREET NAME)". SPEECH MESSAGES SHALL BE REPEATED AT LEAST TWICE FOR EACH PUSH BUTTON ACTIVATION.
6. ALIGN W11-2 RRFB ASSEMBLY AND W16-7p TO FACE TRAFFIC.
7. RRFB GROUPINGS AT EACH CROSSWALK SHALL BE INTERCONNECTED WITH SPREAD SPECTRUM WIRELESS RADIO COMMUNICATIONS.
8. ALL FIELD WIRING SHALL BE NEATLY BUNDLED AND CLEARLY IDENTIFIED WITH PERMANENT, LEGIBLE, WEATHERPROOF TAGS SECURELY ATTACHED TO EACH CABLE.

~ RECTANGULAR RAPID FLASHING BEACON ASSEMBLY DETAIL ~
 ITEM NO. 643.621
 (SOLAR POWERED, RADIO ACTIVATED)

TRAFFIC SIGNALS

643(xx)

SPECIAL PROVISION
SECTION 645 – HIGHWAY SIGNING
(Remove and Dispose Highway Sign)

645.01 **Description** - This work shall consist of removing all regulatory, warning, confirmation, and route marker assembly signs, including posts, brackets, and any other incidentals from within the project limits as identified on the plans.

645.08 **Method of Measurement** - Item 645.110, Remove and Dispose Highway Sign, will be measured for payment by Each unit, complete in place, and accepted.

Where multiple signs are mounted to the same pole(s)/post(s), the entire sign assembly will be measured as a single unit.

645.09 **Basis of Payment** - Item 645.110, Remove and Dispose Highway Sign, will be paid for by Each unit complete in place and accepted. Payment shall constitute full compensation for the removal of all materials, including, but not limited to, the sign(s), hardware, posts, and all other associated incidentals.

Payment will be made under:

	Pay Item	Pay Unit
645.110	Remove and Dispose Highway Sign	Each

SPECIAL PROVISION
SECTION 645 – HIGHWAY SIGNING
(Sign Mounted Beacon Array)

645.08 ***Method of Measurement*** – Replace the last paragraph with:
All beacons installed on their respective posts/poles at the specified crossing,
to be a complete system of the crossing, shall constitute a single installation.

645.09 ***Basis of Payment***

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
645.305	Sign Mounted Beacon Array - Hiram	Lump Sum
645.305	Sign Mounted Beacon Array - Fryeburg	Lump Sum

SPECIAL PROVISION
SECTION 841 - BOLLARDS
(Collapsible)

- 841.01 **Description** - This work shall consist of furnishing and installing all materials and equipment necessary for the assembly, delivery, and installation of the collapsible bollards, in accordance with these specifications, as shown on the plans, and as directed by the Resident.

Collapsible bollards shall be Traffic Guard, LLC Double Post Collapsible Bollards or approved equal.

- 842.02 **Materials** - Each bollard shall be supplied with two padlocks. All padlocks shall be Master Lock commercial grade-all weather locks. All padlocks shall be installed and locked after installation and the keys provided to the Resident.

Concrete for anchoring the bollards shall meet the requirements of Section 502 – Structural Concrete, except air entraining will not be required. The class of concrete shall be optional.

- 842.05 **Construction Method** - Bollards shall be located per the plans and installed with manufacturer's recommendations.

- 842.06 **Method of Measurement** - Collapsible bollards will be measured for payment by each unit satisfactorily constructed, installed, and accepted. Excavation and concrete will not be measured separately for payment but shall be incidental to the work under this item.

- 842.07 **Basis of Payment** - Collapsible bollards shall be paid for at the contract unit price per each, which shall be full compensation for all materials, labor, and incidentals required to complete the work.

Payment will be made under:

	Pay Item	Pay Unit
841.49	Bollard - Collapsible	Each

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

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

DIVISION 100

GENERAL CONDITIONS

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

APPENDIX A TO DIVISION 100

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

SECTION 201

STRUCTURAL EXCAVATION

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

SECTION 524

TEMPORARY STRUCTURAL SUPPORTS

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

SECTION 639

ENGINEERING FACILITIES

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

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

A. Performance Requirements:

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

B. Acceptable Technologies:

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

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

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

C. Hardware and Security:

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

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

D. Waiver of Performance Requirements:

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

SECTION 643

TRAFFIC SIGNALS

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

SECTION 652

MAINTENANCE OF TRAFFIC

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

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: 9-17-26

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).

**Fryeburg - Hiram
Mountain Division Railroad
Bicycle/Pedestrian Trail/Path
WIN: 26858.10**

GENERAL NOTE

As the subject project involves Mountain Division Railroad, a historically active rail line, coal ash may be present on this project within the railroad bed and immediate adjacent areas. Coal ash is characteristically identified as being a fine-grained black material. Coal ash, if encountered, shall be reused on-site as fill material. If the coal ash cannot be reused on site, the Contractor is responsible for obtaining all approvals or permits, and any required analytical results for proper disposal at a licensed Maine Department of Environmental Protection (MDEP) facility.

During the duration of the project, the Contractor is responsible for proper disposal of any railroad ties encountered, and which cannot be reused on site. The Contractor is responsible to have unused ties disposed of as demolition waste at a landfill approved to accept demolition waste/debris. If the Contractor encounters other potential demolition debris and is not sure of proper disposal procedures, the Contractor shall notify the Resident. The Resident shall contact the Senior Geologist in Maine Department of Transportation Environmental Office (MaineDOT-ENV) at 207-624-3000 for clarification.

Further, if the Contractor encounters evidence of soil or groundwater contamination, the Contractor shall stop work in the impacted area, secure the excavation, and immediately notify the Resident. The Resident shall contact the Senior Geologist in MaineDOT-ENV at 207-624-3000 and the MDEP at 800-482-0777. Work may only continue with authorization from the Resident.



Saco River Corridor Commission

"Communities Working Together To Protect Our Rivers"

September 25, 2026

STATE OF MAINE DEPARTMENT
OF TRANSPORTATION
C/O DANIELLE TETREAU
16 STATE HOUSE STATION
AUGUSTA, ME 04333
PERMIT #04-154

Dear applicant,

Enclosed is Permit #04-154, which the Saco River Corridor Commission approved during the Commission meeting on September 23rd, 2026. Copies of this permit have been sent to the parties listed below.

Please read the enclosed document carefully, particularly the conditions to it, which are as follows:

1. Standard Conditions of Approval (copy attached).

When you have finished the development allowed by this permit, complete the enclosed Notice of Completion of Construction Form and send it to us. The Commission staff will then schedule a time to visit your site to confirm you have complied with the enclosed permit.

Thank you for your cooperation with this Commission. If you have any additional questions, please do not hesitate to contact us.

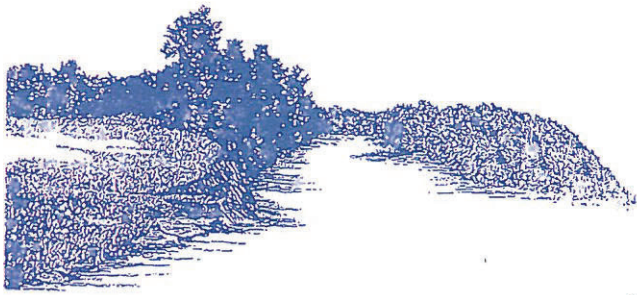
Sincerely,

Daniel Shorette
Administrative Coordinator
Saco River Corridor Commission

Enclosure

Cc: Hiram Town Clerk
Hiram Code Enforcement Officer
Hiram Selectboard
Hiram Planning Board

SEE REVERSE



Saco River Corridor Commission

"Communities Working Together To Protect Our Rivers"

COMMISSION ORDER IN THE MATTER OF

STATE OF MAINE DEPARTMENT
OF TRANSPORTATION
C/O DANIELLE TETREAU
16 STATE HOUSE STATION
AUGUSTA, ME 04333
PERMIT #04-154

SACO RIVER CORRIDOR ACT
FINDINGS OF FACT AND ORDER

The Saco River Corridor Commission, created by the Maine State Legislature in the Saco River Corridor Act, 38 M.R.S.A. §951, et seq. (the Act), at a meeting held on September 23rd, 2026, at the Porter Town Hall in Porter, Maine, and after a review of the application and supporting documents makes the following findings of fact:

PROJECT DESCRIPTION

1. The applicant is seeking a permit to convert an existing railroad to bike paths and create a parking area.

SITE LOCATION/DESCRIPTION

2. The property or properties involved are owned by the Maine Department of Transportation.
3. Location: The Mountain Division Rail line and associated DOT property from Mountain View Ave. to points west of Gould Farm Road in Hiram, Maine.
4. The project runs parallel to Pequawket Trail and intersects with the Corridor in three locations.
5. The closest point of proposed development, the parking area entrance, is approximately 350 feet setback from the normal high water line of the Saco River, as measured on an aerial photo.
6. The project is located in the Limited Residential and General Development Districts.
7. The 100-year floodplain is not present in the project areas

ANALYSIS

8. The applicant is proposing the following items that require permitting:
 - a. A 40 x 90-foot paved parking area, with associated paved entrance from Mountain View Avenue, and ditching to direct water to a nearby culvert.
 - i. This will replace an existing dirt/gravel parking area measuring 41 x 67 where vegetation has not encroached.
 - b. A kiosk at the perimeter of the proposed parking area.
 - i. An old kiosk exists in this area presently.
 - c. A sign on a metal post at the entrance of the parking lot.
9. The applicant is also proposing the following developments to convert the railway line to a public-use trail.
 - a. Section 1: an approximate 0.5-mile section of railroad to be converted to a 10-foot-wide asphalt bike path (Plan Sheets 23 through 26), including:

- i. Grubbing and vegetation removal within and on the slopes of the rail bed (approximately 8,042 square feet).
 - ii. Placement of one culvert and replacement of a second culvert.
 - iii. 1,508 square feet of paved areas outside of the existing rail bed near the crossing of Pequawket Trail, to relocate the trail and cross the road perpendicularly.
 - iv. Placement of two trail access gates associated with the Pequawket Trail crossing.
 - v. Placement of split-rail cedar rail fencing along the trail as needed.
 - b. Section 2: an approximate 0.6-mile section of railroad to be converted to a 10-foot-wide asphalt bike path (Plan Sheets 14 through 18), including.
 - i. Grubbing and vegetation removal within and on the slopes of the rail bed (approximately 39,295 square feet).
 - ii. Reinforcement of the existing rail bed with linear riprap in five locations.
 - iii. Replacement of three culverts and maintenance/stabilization of a fourth
 - iv. Possible in-culvert maintenance and stabilization at one location.
 - v. Placement of split-rail cedar rail fencing along the trail as needed.
 - vi. A crossing at Lewis Kelly Drive (no significant departure from the rail bed)
 - c. Section 3: an approximate 0.1-mile section of railroad to be converted to a 10-foot-wide asphalt bike path (Plan Sheets 8 and 9), including.
 - i. Grubbing and vegetation removal within and on the slopes of the rail bed (approximately 10,336 square feet)
 - ii. Replacement of one culvert.
 - iii. Placement of split-rail cedar rail fencing along the trail as needed.
 - iv. Connection to the parking area at Mountain View Avenue, with a bollard to control access.
 - d. Other repairs to bridges do not represent a change of use as they will remain rail-ready.
- 10. The paving of the driveway and parking area will replace an existing parking area at the former location of the Hiram Depot Station. The property is owned by the Maine Department of Transportation.
- 11. Grading is required around the proposed parking area for drainage purposes.
- 12. The parking area and Section 3 of the trail are within the General Development District.
 - a. Although the creation of a parking area in the General Development District does not require a permit from the Commission (per Chapter 108), the Commission has regarded the paving of existing gravel areas and other creation of impervious surfaces in the General Development District as activities requiring a permit, unless specifically exempted from permitting by the Act.
 - b. The parking area is to serve an open space use, and is therefore allowable by permit in this district as in all districts.
- 13. Under the Saco River Corridor Act, the "maintenance, reconstruction, and relocation of existing public ways and bridges" is a use for which no permit from the Commission is required in the Resource Protection District and therefore in all districts. (§957-A(2)(D))
 - a. New public ways (roads, trails, etc.) would require permitting from the Commission.
 - b. The Rules Committee has recommended that the existing rail line is not a "public way", as the rail lines are not legally open to the public.

- c. Conversion of an existing rail line to support a paved trail may therefore be best described as an establishment of a new use atop the rail bed, effectively creating a new public way.
 - d. The placement of gravel, riprap and paving appear to fall under the category of “fill or deposit of materials related necessary, and accessory to permitted uses” (§957-A(3)(C)).
 - e. The fencing, gates, and culverts proposed appear to fall under the category “structures related, necessary, and accessory to the uses for which no permit is required”(§957-A(3)(A)).
 - f. Within the General Development District, the project elements (trail, culverts, fencing, bollard, signage, paving, and excavation for drainage) may be regarded as Omitted Uses (§957-D) because accessory structures, the creation of impervious surfaces, and excavation projects are not specifically mentioned or addressed in that District.
14. According to a Commissioner with knowledge of the project from public meetings and discussions, bridges along the trail (of which there is one) will remain ready for rail usage and will be repaired. The maintenance, repair, and improvement of existing uses or structures does not require a permit from the Commission.
15. At the September 9th, 2026 Rules Committee Meeting:
- a. The Committee did not identify any significant concerns with the application and nominated it for review under unanimous consent, with the understanding that all activities within the Corridor described in the application require a permit because the current railway is not a public way.

RELEVANT STANDARDS OF THE ACT

16. The project appears possible to permit, subject to the Commission’s consideration of soil suitability, and whether the proposed activity unreasonably impacts any of the A-K standards.
17. §957-A. Resource Protection District | §957-B. Limited Residential District | §957-C. General Development District | §957-D. Omitted Uses | §958. Existing Uses | §959-A. Requirements for granting permits | §962. General performance standards | Chapter 103: Standards to Address the Environmental Factors

BASED ON THE ABOVE FINDINGS, as determined at a duly noticed Commission Meeting, the Commission draws the following conclusions:

1. The applicant has shown the completed activities and proposed design to be within the meaning of the Act.
2. The completed activities and proposed use will not unreasonably involve any of the factors enumerated in §959-A(1)(A)-(K) of the Act.

THEREFORE, the Commission APPROVES the application of the State of Maine Department of Transportation, #04-154, for a permit to convert an existing railroad to bike paths and create a parking area on the property owned by them, provided the activity is carried out according to the application and UPON THE FOLLOWING CONDITIONS:

1. Standard Conditions of Approval (copy attached).

DEPARTMENT OF TRANSPORTATION
PERMIT #04-154
PAGE 4

This decision, including any of its conditions, may be appealed pursuant to 38 M.R.S. §968, except that no appeal pursuant to 38 M.R.S. §968 shall be taken from a decision of the Commission which decision was made without a public hearing until a request for reconsideration has been submitted to the Commission, and the Commission has made a final determination in the matter. Any person wishing to file an appeal or to request reconsideration must do so within 30 days of the Commission's written decision and order. Requests for reconsideration must be submitted in accordance with applicable Commission regulations. To be valid, all permits must meet all federal, state, and local ordinances and regulations.

DONE AND DATED AT CORNISH, MAINE, THIS 23RD DAY OF SEPTEMBER 2026.

SACO RIVER CORRIDOR COMMISSION

BY:

dhanson
Donna Hanson, 1st Vice Chairperson

9/23/26
Dated



Registry of Deeds Notarization Form

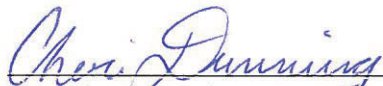
Saco River Corridor Commission Permit #04-154, Maine Department of Transportation

Acknowledgment

State of Maine

County of York

This record was acknowledged before me this 23rd day of September 2026, by Donna Hanson.

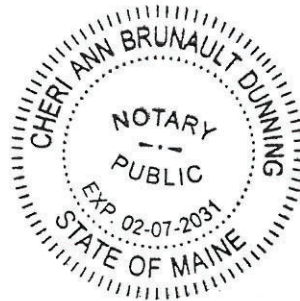


Signature of Notary Public

Cheri Ann Brunault Dunning

Notary Public, State of Maine

My commission expires: February 7, 2031



SACO RIVER CORRIDOR COMMISSION
STANDARD CONDITIONS

The following Standard Conditions shall apply to all Permits and Variances issued by the Saco River Corridor Commission, unless otherwise stated in the permit or variance, or in the Special Conditions attached hereto.

- A. The applicant shall take all necessary measures consistent with this permit to ensure that his/her activities or those of his/her agents do not result in significant erosion of soils on-the site during construction and operation of the project covered by this approval.
- B. On waterfront property within the Saco River corridor, in order to assure that there is protection of water quality and wildlife habitat and to avoid any unreasonable visual impacts associated with development, there shall be no removal of live trees or other vegetation in the area within 75 horizontal feet of the normal or mean high water line, except as follows:
 - (1) A walkway for public use, running parallel to the water body and not to exceed ten feet in width, may be approved pursuant to an application and issuance of a permit. The walkway should be of natural and well-drained material. Impervious surfaces may be allowed in special circumstances. This standard will only apply in areas designated as a General Development District prior to September 1, 1983, unless the pertinent municipal ordinance is more restrictive.
 - (2) A footpath not to exceed six feet in width as measured between tree trunks may be established, with the issuance of a permit, provided that the path meanders and does not create a cleared line of sight to the water.
 - (3) Selective cutting of trees within the buffer strip may be undertaken provided that a well-distributed stand of trees and other vegetation is maintained. In no instance shall trees be removed where such removal would result in fewer than three trees in any 20 x 20 foot (400 square foot) area. Pruning of tree branches on the bottom one-third of the tree is permitted, as is the removal of dead, diseased, or storm-damaged trees if such trees create a safety hazard to persons or property. These provisions notwithstanding, in no instance shall there be removal of more than 40% of the total volume of trees four inches or more in diameter, as measured at four and a half feet above ground level, in any ten-year period.
 - (4) Existing vegetation under three feet in height and other groundcover shall not be removed-except to provide for a footpath as described above or unless the applicant has applied for and received additional approval from the commission to develop access for other permitted uses requiring access to the water.
 - (5) The applicant shall consult local shoreland zoning requirements regarding clearing in the shoreland zone and shall comply with all state and local standards in addition to those outlined above. Where there is a conflict among such standards, the more restrictive provisions shall apply.

- C. The applicant shall not create a beach, build a dock, or otherwise alter the shoreline unless it is in compliance with the *Saco River Corridor Act*. Any docks, piers, or floats in the freshwater areas of the corridor must be constructed or installed so that they are temporary and capable of seasonal removal and so that they do not extend more than 10% of the width of the river at any time or extend into the water more than 10 feet perpendicular to the shore, whichever is less.
- D. No paths, stairs, roads, or other means of access to the waterfront, except as specified in the permit, shall be developed or constructed without application for and receipt of additional approval from the commission.
- E. Except as specifically provided in this permit, there shall be no paving of driveways, paths, or roadways; no deposit of materials; and no excavating or earthmoving on the property without application for and receipt of additional approval from the commission.
- F. Except as otherwise provided in a special condition, all construction, including all necessary erosion control measures, shall be completed within two years of the date of this permit. If all work is not completed within the two-year period, the applicant must apply for and obtain a time extension or new permit.
- G. Upon completion of the project, the applicant shall so notify the commission. Commission staff may check the site at any reasonable time for compliance with the terms and conditions of this approval.
- H. Work done by a contractor pursuant to this permit shall not begin until the contractor has been provided with a copy of this permit.
- I. This permit shall be considered to be in violation if the project is found, at any time, not to be in compliance with any of its conditions of approval, or if the applicant constructs or operates this development in any way other than as specified in the application, supporting documents, or evidence given at the administrative proceeding before the commission, as modified by the conditions of this approval.
- J. The applicant shall comply with all applicable federal, state, and local laws, ordinances, and regulations and shall apply for and obtain all necessary licenses, permits, or approvals prior to the commencement of the activity requiring such licenses, permits, or approvals.
- K. This permit is limited to and includes the proposals and plans contained in the application and supporting documents, as modified by the written decision of the commission, including any conditions. Any variations from the plans and proposals submitted by the applicant are subject to the review and approval of the commission prior to implementation.
- L. The applicant must record this permit with the Registry of Deeds within 90 days of the issuance of the permit, and this record must be transferred or included with all future conveyances of the property. The applicant must provide a receipt of the record to the commission within 90 days of the issuance of the permit.

SACO RIVER CORRIDOR COMMISSION
P.O. BOX 283
81 MAPLE STREET
CORNISH, ME 04020-0283
Telephone: (207) 625-8123
Fax: (207) 625-7050
Email: src@src-maine.org

NOTICE OF COMPLETION OF CONSTRUCTION FORM

Date

Saco River Corridor Commission
P.O. Box 283
81 Maple Street
Cornish, ME 04020-0283

Dear Commissioners:

I have substantially completed the activities I was allowed to undertake pursuant to Saco River Corridor Commission Permit # _____. I certify that the work was done in compliance with my permit and its conditions. As part of the inspection process, I authorize Commission Staff or other consultant personnel to visit my property to perform a compliance check. I understand that I can be present at the compliance check and I have initialed the box below indicating that I would like to be present.

☐ I request to be notified and/or present at the compliance check, please contact me at the number provided below. (If this box is left blank a compliance check can be completed at our convenience during normal business hours.)

Applicant or Agent Signature

Date Signed

Name

Daytime Telephone Number

Address

City, State

Zip



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
441 G STREET NW
WASHINGTON DC 20314

July 15, 2026

Regulatory New England District

Maine Department of Transportation
C/O Danielle Tetreau
16 State House Station
Augusta, ME 04333

Via Email: danielle.tetreau@maine.gov

Dear Ms. Tetreau:

This is an automated response from the U.S. Army Corps of Engineers' Regulatory Request System to your request for confirmation that your proposed activity does not require notification to the US Army Corps of Engineers (USACE). The project/review area is located at 421 Misty Ln, Brownfield, ME 04010. The project has been assigned a Regulatory Request System Tracking Number 57500. This number should be referenced in all communication concerning this project.

Based on the information you have provided, it appears your project Fryeburg-Hiram MaineDOT WIN# 26858.10 may qualify for a Nationwide Permit 3 Maintenance and does not require pre-construction notification to the USACE provided you ensure that the activity meets the nationwide permit terms and conditions listed in the January 8, 2026 Corps Reissuance and Modification of Nationwide Permits (91 FR 768). Copies can be found here: <https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/Nationwide-Permits/>. You must also comply with the District Regional Nationwide Permit Conditions. Contact your District at 978-318-8338 for a copy of these conditions. It is your responsibility to read the nationwide permit(s) along with the General and Regional Conditions before you begin work. If you determine your project does not meet the terms of the nationwide permit and the conditions, you must contact the Corps before you begin any work in jurisdictional waters.

If an individual 401 water quality certification or Coastal Zone Management Act consistency determination is required, you are responsible for obtaining that certification or consistency determination and complying with any conditions from the certification or consistency determination. No activity is authorized by a nationwide permit until the required certification or consistency determinations has been obtained.

The nationwide permit authorization is valid until March 15, 2031, unless the district engineer modifies, suspends, or revokes the nationwide permit authorization in accordance with 33 CFR 330.5(d). If prior to this date, the nationwide permit authorization is reissued without modification or the activity complies with any subsequent modification of the nationwide permit authorization, the verification continues to remain valid until March 15, 2031. If you commence, or are under contract to commence this activity before the nationwide permit expires, or the nationwide permit is modified, suspended, or revoked by the Chief of Engineers or division engineer in accordance with 33 CFR 330.5(b) or (c), respectively, in such a way that the activity would no longer comply with the terms and conditions of the nationwide permit, you will have 12 months after the date the nationwide permit expires or is modified, suspended, or revoked, to complete the activity under the present terms and conditions of the nationwide permit.

This letter is based solely on the information you provided as of July 15, 2026 and has not been verified by the Corps of Engineers. It is your responsibility to ensure no unauthorized work in “navigable waters of the United States” or unauthorized discharges of dredged or fill material into “waters of the United States” occurs as part of the proposed project. Note that performing such an action without the requisite permit could be a violation of the Clean Water Act and/or the Rivers and Harbors Act of 1899, and may result in enforcement action. Your electronic request and associated responses will be retained by the Corps and may be used for enforcement purposes.

Please note that other Federal, state and/or local permits may be required. Nationwide permits do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

If you have any questions concerning this correspondence, please contact the New England District at 978-318-8338 or you may visit the District’s website <http://www.nae.usace.army.mil/Missions/Regulatory.aspx> for additional information concerning the regulatory program. Please reference this Tracking Number 57500 in all comments and/or inquiries relating to this project.

U.S. Army Corps of Engineers (USACE)
NO PRE-CONSTRUCTION NOTIFICATION REQUIRED INFORMATION SHEET

APPLICANT AND AGENT INFORMATION	
APPLICANT'S NAME Danielle Tetreau Company – Maine Department of Transportation E-mail Address – danielle.tetreau@maine.gov	AGENT'S NAME Company – E-mail Address –
APPLICANT'S ADDRESS Address – 16 State House Station City – Augusta State – ME Zip – 04333 Country – US	AGENT'S ADDRESS Address – City – State – Zip – Country –
APPLICANT'S PHONE NOS. w/AREA CODE a. Mobile b. c. Fax +12075922358	AGENTS PHONE NOS. w/AREA CODE a. b. c. Fax
NAME, LOCATION AND DESCRIPTION OF PROJECT SITE	
PROJECT NAME OR TITLE Fryeburg-Hiram MaineDOT WIN# 26858.10	
PROJECT DESCRIPTION MaineDOT received a grant from Federal Highway Administration to convert the unused Mountain Division Rail Line to a multiuse path. The project proposes to remove the rail and ties, replace voids with new fill material and pave a 10 to 12-foot path with cedar rail fencing. Existing culverts and bridges will be rehabilitated and reconstructed as needed. No replacement structures are required.	
PROJECT COORDINATES (in decimal degrees) Latitude: °N 43.9297103 Longitude: °W -70.8713263	PROJECT STREET ADDRESS (if applicable) Address – 421 Misty Ln City – Brownfield State – ME Zip – 04010

NO PRE-CONSTRUCTION NOTIFICATION REQUIRED QUESTIONNAIRE

CRITERIA	RESPONSE
Which NWP is appropriate to use for your proposed project?	NWP 3 Maintenance
Is your project for the resolution of an enforcement action?	No
Does your State have a Joint Permit with the US Army Corps of Engineers which requires submittal of a PCN for NWPs?	No
Will the activity have the potential to cause effects to federally listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) or which are in the vicinity of the activity, or is the activity located in designated critical habitat or critical habitat proposed for such designation?	Yes
Is there another federal agency (not USACE) that has fulfilled the Endangered Species Act Section 7 consultation requirements for this project?	Yes
Will the activity have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places?	Yes
Is there another federal agency (not USACE) that has fulfilled the National Historic Preservation Action Section 106 consultation requirements for this project?	Yes
Will the activity take place in a component of the National Wild and Scenic River System?	No
Will the activity alter or temporarily or permanently occupy or use a federally authorized USACE Civil Works project?	No
Does the activity require a waiver of any NWP terms?	No
Does the activity meet the local District's Regional Conditions for the applicable NWP?	Yes
Do any of the Regional Conditions require a PCN for your project?	No
Will the project involve 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?	Yes
Will the project involve no change or only minor deviations in the structure's configuration or filled area?	Yes
Will any stream channel modification be limited to the minimum necessary	Yes

for the repair, rehabilitation, or replacement of the structure or fill?	
Will the project involve removal of previously authorized structures or fills?	No
Will the project involve the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill?	Yes
Will the project involve the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events?	No
Will the project involve temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity?	Yes
Will the project involve maintenance dredging for the primary purpose of navigation, beach restoration, new stream channelization or stream relocation projects?	No
Will the activity cause more than minimal adverse effect on navigation?	No
Will the activity 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?	No
If there will be permanent or temporary crossings of waterbodies associated with the activity, will they be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species?	Yes
Will the activity result in physical destruction of an important spawning area?	No
Will the activity avoid waters of the United States that serve as breeding areas for migratory birds to the maximum extent practicable?	Yes
Will the activity take place in areas of concentrated shellfish populations?	No
Will the activity use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.)?	No
Will the activity occur in proximity of a public water supply intake?	No
If the activity is associated with an impoundment of water, will adverse effects to the aquatic system be minimized to the maximum extent practicable?	Yes
Will the preconstruction course, condition, capacity, and location of open waters be maintained to the maximum extent practicable for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings?	Yes
If the activity will restrict or impede the passage of normal or high flows, is the primary purpose of the activity is to impound water or manage high flows?	N/a
If the activity will alter the preconstruction course, condition, capacity, and location of open waters, is it for the benefit of the aquatic environment (e.g., stream restoration or relocation activities)?	N/a
Will the activity comply with applicable FEMA approved state or local floodplain management requirements?	Yes
If the activity requires the use of heavy equipment working in wetlands or mudflats, will mats or other measures be taken to minimize soil disturbance?	Yes
Will the activity use appropriate soil erosion and sediment controls, and will the controls be maintained in effective operating condition during construction?	Yes
Will all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, be permanently stabilized at the earliest practicable date?	Yes
If the activity involves temporary structures, will they be removed, to the maximum extent practicable, after their use has been discontinued?	Yes
Will the authorized structure or fill be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions?	Yes
Is the project a linear project, constructed to transport people, goods, or services from a point of origin to a terminal point?	Yes
Does the linear project include all crossings of a single waterbody at a specific location? Individual channels in braided streams or separate arms of wetlands or lakes are considered part of the same single waterbody.	Yes
Does this application represent the entire non-linear project under the control of a single owner/developer or coordinated group?	Yes
Does the project have independent utility (would it be constructed absent other projects in the area)?	Yes
If the activity is part of a phased project that does not have independent utility, do the cumulative impacts of the project fall under the thresholds of the applicable NWP?	N/a
Will the activity or its operation impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights?	No
Will the activity comply with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act?	Yes

Does the permittee acknowledge that if they discover any previously unknown historic, cultural or archeological 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?	Yes
Will the activity take place in a critical resource water?	No
Will the activity 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?	Yes
If the activity involves the construction of an impoundment structure, will it be safely designed and comply with all established state or federal, dam safety criteria, and/or has it been designed by qualified persons?	N/a
Has a blanket 401 Water Quality Certification (WQC) been issued by the Certifying Authority for the applicable NWP?	Yes
Does the project comply with the conditions of the 401 WQC?	Yes
Is the project located within a Coastal Zone Management Area? See https://coast.noaa.gov/czm/mystate/ for a list of Coastal Zones in your State.	No
Will multiple NWPs be used to authorize a single and complete project?	No

RESULT OF QUESTIONNAIRE:	No Pre-construction Notification Required
SUBMITTED BY:	Danielle Tetreau
DATE SUBMITTED:	07/15/2026

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/xkqbur861/files/2025-06/wqcheck.pdf>.

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

26. Coastal Zone Management

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

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

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

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

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

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

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

27. Regional and Case-by-Case Conditions

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

28. Use of Multiple Nationwide Permits

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

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

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

29. Transfer of Nationwide Permit Verifications

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

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

(Transferee)

(Date)

30. Compliance Certification

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

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

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

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

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

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

32. Pre-Construction Notification

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

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

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

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

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

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

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

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

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

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

W. Regional Condition W is reserved for the State of Vermont.

X. Regional Condition X is reserved for the State of Vermont.

STATE OF MAINE



MELANIE LOYZIM

COMMISSIONER
DEPT. OF ENVIRONMENTAL PROTECTION

AMANDA E. BEAL

COMMISSIONER
DEPT. OF AGRICULTURE, CONSERVATION & FORESTRY

SAMANTHA HORN

DIRECTOR
MAINE OFFICE OF COMMUNITY AFFAIRS

December 18, 2025

Tammy Turley
Chief, Regulatory Division
U.S. Army Corps of Engineers
New England District
696 Virginia Rd
Concord, MA 01742

RE: WQC and CZM Decision on Proposed 2026-2031 Nationwide Permits

Dear Ms. Turley,

This letter is in response to the Clean Water Act Section 401 Water Quality Certification (WQC) requests received by the Maine Department of Environmental Protection (DEP) and Land Use Planning Commission (LUPC) on June 18, 2025 as well as the Coastal Zone Management Act ("CZM") consistency determination received by Maine Coastal Program (MCP) on June 24, 2025 for the proposed U.S. Army Corps of Engineers (USACE) nationwide permits (NWP) that would replace the existing NWPs set to expire on March 14, 2026. Public notice of this proposed action was published in the Portland Press Herald on July 2, 2025 with a comment period through July 21, 2025 as well as on November 9, 2025 with a comment period through November 29, 2025.

The New England District of the USACE proposes to implement NWPs, a type of general permit issued on a nationwide basis to streamline the authorization of activities under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899 that result in no more than minimal individual and cumulative adverse environmental effects, for a five-year period beginning March 15, 2026. Of the existing NWPs numbered 1 through 59 and proposed NWP A, the New England District is not proposing to implement NWPs 2, 21, 24, 25, 30, 49, or 50. Further, in the opinion of the USACE, NWPs 1, 9, 10, 11, 28, 35, and 55 could not reasonably be expected to result in a discharge into waters of the U.S. and the Corps does not deem certification to be necessary. However, the final decision of whether certification is needed for those NWPs rests with the certifying authority. Additionally, NWP 8 only authorizes activities seaward of the territorial seas and therefore does not require WQC.

Under Section 401 of the Clean Water Act, any activity authorized by a federal permit that may result in a discharge to waters of the U.S. must obtain a WQC or waiver from the appropriate certifying authority. DEP and LUPC are both certifying authorities in the State of Maine. The LUPC serves as the planning, zoning, and permitting authority for the 10.4 million acres of unorganized and deorganized areas of the State, including townships, some plantations, and a few small towns. Additionally, pursuant to Section 307 of the Coastal Zone Management Act of 1972, federal activities affecting a state's coastal zone must be undertaken in a manner consistent to the maximum extent practicable with the enforceable policies of MCP. Maine's federally approved coastal zone extends from the inland boundary of coastal municipalities or unorganized townships or plantations that contain tidal waters seaward to the outer limit of the State's territorial ownership, three nautical miles from the baseline from which the territorial sea is measured.

Maine's Natural Resources Protection Act (NRPA), 38 M.R.S. §§480-A – 480-KK, finds and declares the state's rivers and streams, great ponds, fragile mountain areas, freshwater wetlands, significant wildlife habitat, coastal wetlands, and coastal sand dune systems to be resources of state significance. A state permit is required when an activity would be located in, on, or over any of the above protected natural

resources, as well as other cases where an activity would be adjacent to those natural resources, unless the activity is otherwise exempt. The DEP issues permits pursuant to NRPA and LUPC issues permits pursuant to 38 M.R.S. § 480-E-1 and Chapter 10 of the Commission's Rules and Regulations, having delegation of permit-granting authority under NRPA for projects wholly within its jurisdiction. The MCP incorporates NRPA, Chapter 10, and other state laws and regulations as enforceable policies of the coastal program, and federal actions must be carried out in a manner consistent with those policies.

A decision table is provided on page 4 to summarize the information below.

CONDITIONAL WQC CERTIFICATION AND CONDITIONAL CZM CONCURRENCE – GENERAL

DEP, LUPC, and MCP have coordinated on the review of the proposed NWP's and have decided that NWP's 3, 4, 5, 6, 7, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 27, 29, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 48, 50, 51, 52, 53, 54, 56, 57, 58, 59, and A would conditionally comply with state water quality requirements and MCP enforceable policies and therefore conditionally certify and conditionally concur, provided that the applicant obtains all applicable state approvals pursuant to 38 M.R.S. §§480-A through -KK and 06-096 C.M.R. ch. 305 and ch. 310 and 01-672 C.M.R. ch. 10.

The DEP and LUPC have robust programs, standards, and criteria to review applications for the activities identified in each NWP. The NWP's themselves provide insufficient information to determine if discharges from the regulated activities would comply with Maine's Water Quality Standards and MCP enforceable policies within 38 M.R.S. §§480-A – 480-KK. By conditioning WQC and CZM on applicants going through applicable state review process(es), necessary data and information can be obtained and evaluated to ensure there would be no negative impacts to water quality or other protected natural resources. The DEP also has its own standards for activities that have been determined to not significantly affect the environment if carried out in accordance with the standards and conditions under 06-096 C.M.R. Chapter 305 Permit by Rule. DEP and LUPC have additionally identified activities not requiring a permit by applicable state standards which also do not need WQC, as stated in the "WQC waived" section below.

CONDITIONAL WQC CERTIFICATION AND CONDITIONAL CZM CONCURRENCE – NWP 36

36. Boat Ramps conditions

- WQC and CZM are only given for public, community, and commercial boat ramps, where commercial means that the ramp is privately owned and operated but open to all members of the public with or without a fee. Private/single residential boat ramps require individual WQC and CZM review.

Limiting the scope of NWP 36 ensures the most public benefit per project and also prevents violation of state water quality standards.

38 M.R.S. §§480-A – 480-KK; 06-096 C.M.R. ch. 305; 12 M.R.S. § 685-B(4) as restated in 01-672 C.M.R. § 10.24(A)(1); 01-672 C.M.R. § 10.27(L)

WQC WAIVED

DEP waives WQC for activities for which a permit is not required pursuant to 38 M.R.S. §480-Q. LUPC waives WQC for activities that are identified as exempt pursuant to 12 M.R.S. §685-B(1-A) or as uses allowed without a permit, or uses allowed without a permit subject to standards, pursuant to 01-672 C.M.R. ch. 10. Additionally, such activities do not necessitate an individual CZM review by MCP.

DEP and LUPC agree with USACE that WQC is not necessary for NWP's 1, 9, 10, 11, 28, and 55.

DEP and LUPC waive WQC for NWP 8 because it does not apply to activities in waters within state jurisdiction.

WQC DENIAL AND CZM OBJECTION

DEP, LUPC, and MCP deny and object to NWP 45. The state cannot certify that this activity would comply with water quality requirements because it does not align with DEP's Chapter 310 Wetlands and Waterbodies Protection rules, which clarify that "a yard or other developed area may not be extended closer to the water as part of a shoreline stabilization project." It also does not align with *Land Use Districts and Standards* 01-672 C.M.R. ch. 10, included but not limited to Sections 10.25(A), 10.25(P)(1)(b), 10.25(P)(1)(c), 10.25(T), and 10.27(F)(6).

38 M.R.S. §§ 480-A – 480-KK; 06-096 C.M.R. ch. 310; 01-672 C.M.R. ch. 10

CZM-SPECIFIC CONDITIONAL CONCURRENCE

MCP conditionally concurs with NWP 1, 9, 10, 11, 28, and 55, provided the applicant obtains all applicable state approvals pursuant to 38 M.R.S. §§480-A through -KK and 06-096 C.M.R. ch. 305 and ch. 310 and 01-672 C.M.R. ch. 10 for the reasoning provided above.

CZM OBJECTION

MCP objects to NWP 8 because it would not be consistent with MCP enforceable policies. It is the policy of the state to manage the marine environment and its related resources to preserve and improve the ecological integrity and diversity of marine communities and habitats and to enhance the economic value of the state's renewable marine resources. It is also the policy of the state to conserve, by according such protection as is necessary to maintain and enhance their numbers, all species of fish or wildlife found in the state, as well as the ecosystems upon which they depend. Pursuant to 38 M.R.S. §480-D(3), a permit cannot be granted for an activity that would unreasonably harm any significant wildlife habitat, ... travel corridor, ... or marine fisheries or other aquatic life. Oil and gas activities and the threat of oil spills in the Gulf of Maine would endanger commercial fishing, aquaculture, tourism, fish and wildlife habitat, and other coastal and ocean resources.

38 M.R.S. §1801(2); 12 M.R.S. §12801; 12 M.R.S. §6971; 38 M.R.S. §480-D(3)

Any instance where a project does not follow the terms and conditions of the NWPs, general conditions, and WQC/CZM conditions shall be assumed to constitute a WQC denial and a CZM objection and necessitate individual review under such authorities.

The State of Maine appreciates the opportunity to collaborate on this federal permitting streamlining effort. Please note that WQC issuance and CZM concurrence does not negate the need for any other state and/or local authorizations and coordination that may be required. Early coordination with project proponents is always recommended. For questions, please reach out to the following contacts:

DEP – WQCertification@maine.gov

LUPC – LUPC@maine.gov

MCP – CZM_FederalConsistency@maine.gov

Sincerely,



Robert Wood
Director of the Bureau of Land Resources
Department of Environmental Protection



Benjamin Godsoe
Acting Executive Director
Land Use Planning Commission



Jocelyn Runnebaum
Director
Maine Coastal Program

cc: Jessica Damon, DEP

Audie Arbo, LUPC

Tim Carr, LUPC

Erin Wilson, MCP

Maine Nationwide Permit Decision Table

Nationwide Permit	WQC	CZM
1. Aids to Navigation	Waive	Conditional
3. Maintenance	Conditional	Conditional
4. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities	Conditional	Conditional
5. Scientific Measurement Devices	Conditional	Conditional
6. Survey Activities	Conditional	Conditional
7. Outfall Structures and Associated Intake Structures	Conditional	Conditional
8. Oil and Gas Structures on the Outer Continental Shelf	Waive	Object
9. Structures in Fleeting and Anchorage Areas	Waive	Conditional
10. Mooring Buoys	Waive	Conditional
11. Temporary Recreational Structures	Waive	Conditional
12. Oil or Natural Gas Pipeline Activities	Conditional	Conditional
13. Bank Stabilization	Conditional	Conditional
14. Linear Transportation Projects	Conditional	Conditional
15. U.S. Coast Guard Approved Bridges	Conditional	Conditional
16. Return Water from Upland Confined Disposal Areas	Conditional	Conditional
17. Hydropower Projects	Conditional	Conditional
18. Minor Discharges	Conditional	Conditional
19. Minor Dredging	Conditional	Conditional
20. Response Operations for Oil or Hazardous Substances	Conditional	Conditional
22. Removal of Vessels	Conditional	Conditional
23. Approved Categorical Exclusions	Conditional	Conditional
27. Aquatic Ecosystem Restoration, Enhancement, and Establishment Activities	Conditional	Conditional
28. Modification of Existing Marinas	Waive	Conditional
29. Residential Developments	Conditional	Conditional
31. Maintenance of Existing Flood Control Facilities	Conditional	Conditional
32. Completed Enforcement Actions	Conditional	Conditional
33. Temporary Construction, Access, and Dewatering	Conditional	Conditional
34. Cranberry Production Activities	Conditional	Conditional
35. Maintenance Dredging of Existing Basins	Conditional	Conditional
36. Boat Ramps	Conditional	Conditional
37. Emergency Watershed Protection and Rehabilitation	Conditional	Conditional
38. Cleanup of Hazardous and Toxic Waste	Conditional	Conditional
39. Commercial and Institutional Developments	Conditional	Conditional
40. Agricultural Activities	Conditional	Conditional
41. Reshaping Existing Drainage and Irrigation Ditches	Conditional	Conditional
42. Recreational Facilities	Conditional	Conditional
43. Stormwater Management Facilities	Conditional	Conditional
44. Mining Activities	Conditional	Conditional
45. Repair of Uplands Damaged by Discrete Events	Deny	Object
46. Discharges in Ditches	Conditional	Conditional
48. Commercial Shellfish Mariculture Activities	Conditional	Conditional
51. Land-Based Renewable Energy Generation Facilities	Conditional	Conditional
52. Water-Based Renewable Energy Generation Pilot Projects	Conditional	Conditional
53. Removal of Low-Head Dams	Conditional	Conditional
54. Living Shorelines	Conditional	Conditional
55. Seaweed Mariculture Activities	Waive	Conditional
57. Electric Utility Line and Telecommunications Activities	Conditional	Conditional
58. Utility Line Activities for Water and Other Substances	Conditional	Conditional
59. Water Reclamation and Reuse Facilities	Conditional	Conditional
A. Activities to Improve Passage of Fish and Other Aquatic Organisms	Conditional	Conditional



REGION 1

BOSTON, MA 02109

December 18, 2025

Ms. Tammy Turley
Chief, Regulatory Division
U.S. Army Corps of Engineers
New England District
696 Virginia Road
Concord, MA 01742

Subject: Tribal Nations and Lands of Exclusive Federal Jurisdiction Water Quality Certification for the proposed 2026 Nationwide Permits

Dear Ms. Turley,

On June 18, 2025, EPA Region 1 received a request for water quality certification of the U.S. Army Corps of Engineers' (Corps) proposed 2026 Nationwide Permits (NWP) that may result in a discharge in waters of the United States within the Boundaries of an Indian Country or lands of exclusive federal jurisdiction (LEFJ) that are surrounded by the states of Maine, Massachusetts, Rhode Island, and Connecticut. In that notification, the Corps requested that EPA issue a Clean Water Act (CWA) Section 401 water quality certification for the NWP.

CWA section 401(a)(1) requires applicants for Federal permits and licenses that may result in discharges into waters of the United States to obtain certification that the discharge will comply with applicable provisions of the CWA, including sections 301, 302, 303, 306 and 307. The enclosed CWA section 401 water quality certification decision applies to Tribal Lands and LEFJ in relevant respects where EPA is the certifying authority.¹ EPA reviewed the draft NWP and applicable conditions and has determined that any discharge from activities authorized by the proposed NWP as certified will comply with water quality requirements, as defined at 40 CFR 121.1(n), subject to the applicable enclosed conditions pursuant to Section 401(d). For the water quality certification decision on NWP 45 on behalf of Federally recognized Tribes in Maine and LEFJ in Maine, EPA denies water quality certification. For work that proposes activities authorized under NWP 45 that may occur on Tribal lands in Maine or on LEFJ in Maine, an individual water quality certification will be required.

¹ 33 U.S.C. 1341(a)(1). Please contact EPA Region 1 for current information regarding the jurisdictions where this 401 certification decision applies at R1cwa401@epa.gov.



REGION 1

BOSTON, MA 02109

Please provide this certification to any project proponent (or their designated contractor) contacting the Corps with applicable projects that may be authorized under the NWP. If a project fails to meet the enclosed conditions, the applicant must contact EPA Region 1 at R1cwa401@epa.gov for a project-specific certification. This email may be used to submit pre-filing meeting requests, requests for certification, or for any certification-related questions.

EPA appreciates our long-standing partnership and coordination in implementing Section 401 of the CWA. If you have any questions, please contact Haley Miller at miller.haley@epa.gov or 617-918-1169.

Sincerely,

**ANDREA
TRAVIGLIA**

Digitally signed by ANDREA
TRAVIGLIA
Date: 2025.12.18 13:43:09
-05'00'

Andrea Traviglia
Acting Section Chief
Water Quality and Wetlands Protection
Section

Cc:

Roberta "Birdie" Budnik, Project Manager, Regulatory Division, U.S. Army Corps of Engineers New England District
Matthew Hanington, Tribal Program Coordinator, U.S. Environmental Protection Agency
Honorable Clarissa Sabattis, Chief, Houlton Band of Maliseet Indians
Honorable Sheila McCormack, Chief, Mi'kmaq Nation
Honorable Kirk Francis, Chief, Penobscot Indian Nation
Honorable William Nicholas, Chief, Passamaquoddy Tribe of Indians – Indian Township Reservation
Honorable Pos Bassett, Chief, Passamaquoddy Tribe of Indians – Pleasant Point Reservation
Honorable Cheryl Andrews-Maltas, Chairwoman, Wampanoag Tribe of Gay Head (Aquinnah)
Honorable Brian Weeden, Chairman, Mashpee Wampanoag Tribe
Honorable Anthony Dean Stanton, Chief Sachem, Narragansett Indian Tribe
Honorable James Gessner, Chairman, Mohegan Tribe
Honorable Rodney Butler, Chairman, Mashantucket Pequot Tribal Nation

U.S. Environmental Protection Agency Region 1's Clean Water Act Section 401 Certification of the 2026 Nationwide Permits for Tribal Lands and Acadia National Park in Maine

December 18, 2025

Clean Water Act (CWA) Section 401 requires applicants for Federal licenses or permits to conduct any activity which may result in any discharge into waters of the United States to obtain a certification or waiver from the certifying authority where the discharge originates or will originate. Where no state or Tribe has authority to give such certification, the U.S. Environmental Protection Agency is the certifying authority. 33 U.S.C. 1341(a)(1). In this case, the Wabanaki Tribal Nations in Maine (the Houlton Band of Maliseet Indians, the Passamaquoddy Tribe of Indians, the Passamaquoddy Tribe of Indians Pleasant Point Reservation, Penobscot Nation, and the Mi'kmaq Nation) do not have the authority to provide CWA Section 401 certification for projects within their respective Tribal lands. Therefore, EPA is making the certification decision for the 2026 Nationwide Permits in Indian Country in Maine to the extent that the State of Maine has no authority to issue such a certification for waters within the exterior boundaries of an Indian reservation. Additionally, the state of Maine does not have authority to provide CWA section 401 certification for projects within Acadia National Park, which is a land of exclusive federal jurisdiction (LEFJ) in relevant respects.¹ Therefore, EPA is making the certification decision for the 2026 Nationwide Permits in Acadia National Park.

Project Description

On June 18, 2025, the Corps proposed to reissue 56 NWP and 1 new NWP that would expire in March 2026. 90 FR 26100 (June 18, 2025). The purpose of the NWPs is to authorize categories of activities under CWA Section 404 and Section 10 of the Rivers and Harbors Act of 1899 that have no more than minimal individual and cumulative adverse environmental impacts. For more details see: <https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/Nationwide-Permits/>

¹ An inventory report compiled by the U.S. General Services Administration for federal properties as of 1962 identifies properties that may contain exclusive federal jurisdiction. This document is accessible at <https://www.congress.gov/116/meeting/house/110088/documents/HHRG-116-II13-20191017-SD044.pdf>. The EPA notes that this inventory report is not all-inclusive and that the information contained within it has not been recently confirmed and/or updated. Please contact EPA Region 1 at r1cwa401@epa.gov with questions regarding the jurisdictions where this certification decision applies.

The EPA's Public Notice Process

On June 18, 2025, the EPA received a request for certification from the project proponent. On July 8, 2025, the EPA issued a public notice regarding the proposed project and provided the opportunity for the public to submit comments until August 2, 2025. EPA received no public comments during the public notice period.

General Information

The general information provided in this section does not constitute a certification condition(s).

General Applicability

- The Corps did not request certification for NWPs 2, 8, 21, 24, 25, 30, 49, and 50, and as such, the certification process did not begin and EPA neither certified nor waived certification. Consequently, if any activity authorized by this NWP may result in a discharge into a water of the United States, on lands that EPA acts as the certifying authority, the Corps must seek CWA 401 certification from EPA.
- If a project proposal does not meet either the general or NWP-specific certification conditions, or if certification is denied for a specific NWP, the project proponent must request an individual certification from EPA Region 1.

Documentation Recommendations

- Project proponents for potential projects authorized under the NWPs should retain this certification in their files with the applicable NWPs as documentation of EPA's certification decisions for the above-referenced proposed NWPs. This certification is specifically associated with the proposed NWPs described above and expires when those NWPs expire, five years from Corps issuance date, or are otherwise superseded by subsequent reissuance if less than five years.
- Copies of this certification should be kept on the job site and made readily available for reference.

Contact Information

- The project proponents for potential projects authorized under an NWP are encouraged to contact EPA Region 1 during the project planning phase if there are any questions about relevant best management practices (e.g., bioengineering techniques, biodegradable erosion control measures, revegetation using native plant species, suitable fill materials, and disposal of debris/construction materials preventing runoff) and resources that can assist with compliance.
- Prior to work commencing, EPA recommends that project proponents notify the appropriate Tribal Environmental Office, if applicable.
- In the case of a spill, EPA recommends that the project proponent notify EPA Region 1 at 1-888-372-7341 within 8 hours from discovery. For emergency spills, EPA recommends that the project proponent contact the EPA's National Response Center at 1-800-424-8802 as well as the appropriate personnel identified in the project's Spill Prevention Control and Countermeasures, or similar plan, if applicable.
- If you have any questions regarding this certification, please contact r1cwa401@epa.gov.

Certification Decisions

Waiver of Certification

On behalf of the Wabanaki Tribal Nations in Maine and LEFJ in Maine, EPA Region 1 is expressly waiving its authority to act on the CWA § 401 request for certification for NWP 1, 9, 10, 11, 28 and 55.

Grants of Certification with Conditions

EPA is granting certification with conditions for NWPs # 3, 4, 5, 6, 7, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 27, 29, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 48, 51, 52, 53, 54, 57, 58, 59 and A. For NWPs that EPA grants certification with conditions, EPA has determined that the activity will comply with the applicable water quality requirements, including any limitation, standard, or other requirement under sections 301, 302, 303, 306, and 307 of the CWA; any Federal and state or Tribal laws or regulations implementing those sections; and any other water quality-related requirement of state or Tribal law, subject to the conditions listed under the NWPs below, pursuant to CWA Section 401(d).

Condition 1: Plan Development and Implementation for Projects that require Pre-Construction Notification (PCN)

Prior to construction for projects that require a PCN, the project proponent shall develop a plan that includes a copy of the PCN and the following information (if not already included in the PCN):

- Time stamped photo-documentation of the baseline conditions (*i.e.*, 50 feet upstream of the project area, within the project area, and 100 feet downstream of the project area).
- Identifies on a site map, as applicable:
 - Project site with all waters of the U.S. demarcated. Identify all locations where the project will cross jurisdictional waterbodies and identify the ordinary high-water mark and/or wetland boundaries; the planned work area where wetlands/aquatic resources will be removed, disturbed, and/or protected; buffer zones; and areas to be restored/reclaimed, as well as site access points and other approved work areas.
 - Staging areas and stockpiling of materials and equipment, including locations for containment booms and/or absorbent materials, and/or hazardous materials. Stockpiles (*e.g.*, sediment, soil, or other construction materials) shall be stored at least 50 feet from where it may enter waters of the U.S.
 - Construction access points.
 - Disturbance limits.
 - Locations where site dredging and placement of dredged material activities will occur.
 - Locations where dewatering activities will occur including as applicable locations of cofferdams, temporary berms, piling, and/or dikes.
 - Locations of undergrounding or directional drilling (including bore pits).
 - Locations where hazardous materials are stored. Identify where containment booms and/or absorbent materials are located for corrective action if needed. Hazardous materials shall be stored in leak-proof containers with appropriate secondary containment measures (*e.g.*, spill berms, dikes, spill containment pallets, absorbent materials).
 - Any silt/sediment fencing.

- Photo-reference sites. The project proponent shall indicate the directional view and location where photos were taken on the site map.
- A description of how the site will be restored to pre-construction conditions, as applicable, including measures that will be used to promote and maintain:
 - stream hydrology and stability.
 - aquatic resource composition.
 - diversity of native species existing on site and as introduced via restoration activities.
 - stability of soils.
 - establishment of vegetation at the same percent cover as pre-construction activities.
- The timeframe/schedule for revegetation following completion of construction. Revegetation should occur at the earliest practicable date following completion of construction. Drill seeding is the preferred method, where applicable.
- Non-native and invasive species shall not be used for restoration activities.
- Includes the following, as applicable:
 - Cofferdams, temporary berms, pilings, and/or dikes: Describe installation and maintenance practices for any cofferdams, temporary berms, pilings, and/or dikes.
 - Dredging: Describe how contaminated materials will be managed (*e.g.*, sediment testing data and information to identify whether sediments are clean or contaminated), if included in the project dredged area. Describe methods for minimizing dredging impacts (*i.e.*, sedimentation resuspension) in the water column.
 - Erosion and sediment control: Identify the types and locations of sediment and erosion control features that shall be used onsite, including sediment control fences, haybales, heavy mud mats, and/or other structures. Biodegradable blankets and/or loose-weave mesh shall be used for erosion control matting. If using velocity dissipation structures (*e.g.*, riprap aprons, check dams etc.), structures shall be constructed to include both peak flow rates and total stormwater volume, and provide protection from the erosive potential of high-velocity flows to minimize channel and streambank erosion and scour in the immediate vicinity of discharge points. The project proponent shall ensure all erosion and sediment control measures are in place prior to the onset of construction.
 - Bank stabilization and channel modification. If the project requires bank stabilization or stream channel modification, include pre-construction cross sections. If the project includes steep bank slopes of 3:1 or greater, include revetment cross sections. Bioengineering techniques suitable for steep slope disturbances are preferred (*e.g.*, vegetated toe, bioengineered boulder toe, etc.) Slopes of disturbed banks shall be designed and installed to not reduce the bottom width of the stream.
 - Dewatering: Work shall be completed in the dry unless coordinated with EPA Region 1. Describe methods for dewatering, including the equipment that would be used to conduct the dewatering activities. Identify the locations and timing, including length of time the area is to be dewatered. Explain removal method of the temporary structures and/or fill and what measures will be taken to minimize downstream turbidity and adaptive management measures that will be taken and employed to prevent the draining of waters of U.S., including wetlands.
 - Ditching and trenching: Explain ditching/trenching and material placement techniques and stabilization methods to be employed, as well as timing. In wetlands, the top 6 to 12 inches of

the ditch/trench shall be backfilled with topsoil from the trench, unless other techniques are approved. Include activity timing needs for ditching and stabilization.

- Undergrounding or directional drilling: Describe measures taken to prevent, contain and cleanup any inadvertent return of drilling fluid to the surface (i.e., “frac-outs”).
- Submit the plan to EPA Region 1 at r1cwa401@epa.gov at least 30 days prior to commencing construction activities.

During construction for projects that require a PCN, the project proponent shall:

- Visually inspect construction activities daily.
- Prevent sediment, debris, silt, sand, cement, concrete, oil or petroleum, organic materials, or other construction debris or wastes from entering waters of the U.S. The discharge of unset cement, concrete, grout, or water that has contacted uncured concrete or cement, or related washout to waters of the U.S. is prohibited.
- Maintain documentation onsite that all equipment was cleaned of dirt, mud, and other materials prior to arriving on the project site.
- Inspect all equipment daily and prior to entering any waters of the U.S. for oil, gas, diesel, anti-freeze, hydraulic fluid, and other petroleum leaks. If the project proponent detects a leak from any equipment, they shall immediately remove the equipment from waters of the U.S.; and within 24 hours of detection of a leak, repair the equipment in a staging area or move it offsite.
- Limit vegetation clearing and disturbance to waters. Limit the clearing and grubbing of vegetation and disturbance to areas demarcated on the site map submitted as part of the vegetation restoration and monitoring plan. The boundaries of vegetation to protect shall be flagged in the field prior to beginning construction activities.
- Limit restoration of the channel bed to pre-existing contours and conditions. Any proposed deviations must be specified in advance. For example, if any improvements will be made using natural channel design.
- Photo-document any failures or increased turbidity due to construction activities.
 - Within 24 hours of observing a failure or marked increase in turbidity associated with construction, the project proponent shall remedy and implement any additional adaptive management measures to stabilize the activity and prevent further unauthorized discharges into waters of the U.S. The project proponent shall photo-document the failure (i.e., 50 feet upstream of failure, at the incident site, and at least 100 feet downstream of the failure) and the adaptive management measures taken immediately following implementation. The project proponent shall take remediation condition photos at the same location(s) and direction(s) as in the failure condition photos.
 - Within 48 hours of observing any failure, the project proponent shall provide EPA Region 1 with the required photo-documentation, and descriptions of all observed failures and implemented remedies.
 - Within three weeks of observing a failure, the project proponent shall provide EPA Region 1 with a description of the impacts and effectiveness of the employed adaptive management measures.
- Carry out as applicable:
 - Erosion control: Inspect sediment and erosion control measures daily during project implementation and within 12 hours of precipitation events. After construction is complete, remove sediment and erosion control structures once vegetation is established to the same

percent cover as pre-construction conditions, unless they are needed for long term stabilization purposes.

- Dewatering: Assess all dewatering measures within 24 hours after a severe storm event.

Post construction for projects that require a PCN, the project proponent shall, as applicable:

- Submit a post-construction report, as defined below, within 90 days of completing construction activity to EPA Region 1 at r1cwa401@epa.gov or, if the Corps requires a post-construction report for the project activity, the applicant may submit that report to EPA to fulfill this post-construction requirement. The project proponent shall include the following items in the post-construction report:
 - Construction dates.
 - As-built drawings.
 - Documentation of site restoration activities using photographs and any field data sheets showing that the site was restored to pre-existing conditions or better. Include photographs of the site restoration areas on a map.
 - Any water quality data gathered before, during, and post-construction and associated maps showing the sample locations.
 - A description of any adaptive management strategies that were employed during construction, with a focus on strategy effectiveness.
 - Details on the removal of any sediment and erosion control structures, unless they are needed for long term stabilization purposes.
 - Effectiveness of the plan developed and implemented as required under this condition, and recommendations to remedy any deficiencies in plan development and implementation where employed measures were ineffective.
- For activities that require dredging, submit a copy of the as-builts and a post dredged and disposal report within 45 days of each dredging or disposal event to EPA Region 1 at r1cwa401@epa.gov. The project proponent shall include the following items in the post-dredged and disposal report:
 - Dredging and disposal dates.
 - Updated site map displaying the disposal location(s).
 - Dredging and disposal volumes.
 - Water quality monitoring data.
 - Post-dredged bathymetry.
 - Updated site maps displaying any new ditches, spoil piles, widths, and depths.

Why this condition is necessary: This condition is necessary to minimize suspended particulates /turbidity caused by construction activities and is necessary to ensure water quality is not degraded by toxic pollutants in toxic amounts, including construction materials, oil, grease, gasoline, or other types of fluids used to operate and maintain equipment used to complete the project, or discharges from dust abatement activities as well as contaminants in dredged material. This condition also appropriately minimizes impacts from access roads, staging areas, and stockpiling to further ensure that construction activities will result in no more than minimal individual and cumulative adverse environmental effects. This condition will protect water quality because it ensures that the project proponent is using planning and construction practices that will maintain the integrity of the site hydrology and maintain the aquatic resource functions and values, and ensures that appropriate revegetation measures are used to re-establish riparian/wetland vegetation to minimize the adverse

impacts of discharges of sediment and pollutants that enter waterways. Limiting the amount of vegetation that is disturbed will minimize the adverse environmental impacts of any potential discharges. Monitoring for at least three growing seasons, or until replanted areas meet monitoring success criteria, will provide an adequate indication that the restoration effort is able to demonstrate restoration is successful.

The general conditions in the Corps' NWP package do not address concerns about resuspension and turbidity caused by construction and dredging activities, thereby justifying the inclusion of this condition. GC 32 only requires agency coordination in certain circumstances. Additionally, GC 11 (equipment), GC 12 (soil erosion and sediment controls), and GC 13 (removal of temporary structures and fills) provide some aquatic resource protections, but greater specificity is needed to determine what measures are suitable to comply with applicable water quality requirements.

Citations: 33 U.S.C. 1341(a)(4); 40 CFR 230.10(c)-(d); 40 CFR 230.10(d); 40 CFR 230.21(a); 40 CFR 230.70; 40 CFR 230.71; 40 CFR 230.72; 40 CFR 230.74; 40 CFR 230.75

Condition 2: Special Aquatic Resources

Projects or activities expected to have potential discharges into the below special aquatic resources areas on Tribal lands in Maine are not covered by this certification and applicants must request a project-specific CWA Section 401 certification from EPA Region 1 consistent with 40 CFR 121.5.

- **Wetlands classified as peatlands:** For the purposes of this condition, peatlands are permanently or seasonally waterlogged areas containing organic soils classified as a Histosol with a specific thickness of an accumulation of peat (i.e., organic matter) and include fens, bogs, and salt marshes.²
- **Natural Springs:** Within 100 feet of the water source in natural spring areas. For the purposes of this condition, a spring water source is defined as any location where there is flow emanating from a distinct point at any time during the growing season. Some examples of spring-fed wetlands are hanging gardens. Some examples of spring-fed headwater slopes are peat-accumulating wet meadows and fens. These resources may

² It is a general rule that a soil is classified as an organic soil (Histosol) if more than half of the upper 80 cm (32 inches) of the soil is organic or if organic soil material of any thickness rests on rock or on fragmental material having interstices filled with organic materials. Generally, organic soil materials have organic carbon content by weight of 12 percent or more. See the following for more information on what constitutes "organic soil material", limits between Histosols and soils of other orders, problematic hydric soils situations, and other indicators to identify peatlands: Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service. U.S. Department of Agriculture Handbook 436. <https://www.nrcs.usda.gov/resources/guides-and-instructions/soil-taxonomy>; United States Department of Agriculture, Natural Resources Conservation Service. 2025. Hydric soils of problematic conditions and altered materials, Version 1.0. <https://usace.contentdm.oclc.org/utis/getfile/collection/p266001coll1/id/11824>; United States Department of Agriculture, Natural Resources Conservation Service. 2024. Field Indicators of Hydric Soils in the United States, Version 9.0. <https://www.nrcs.usda.gov/sites/default/files/2024-09/Field-Indicators-of-Hydric-Soils.pdf>

be identified using U.S. Fish and Wildlife Service's online digital National Wetland Inventory maps³, or other aquatic resource mapping tools.

- **Riffle and Pool Complexes:** For the purposes of this condition, riffle and pool complexes are steep gradient sections of streams recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. Pools are characterized by a slower stream velocity, a steaming flow, a smooth surface, and a finer substrate.
- **State-listed Special Aquatic Resources:** For the purposes of this condition, State-listed aquatic resources are those aquatic habitats (rivers and streams, great ponds, freshwater wetlands and coastal wetlands) that are resources of state significance within Maine's Natural Resources Protection Act (NRPA), 38 M.R.S. §§480-A – 480-KK.

Why this condition is necessary: This condition is necessary to ensure a case-by-case review of any point source discharges into waters of the United States that are proposed in these specific aquatic resource site types which are inherently difficult to replace and have important ecological functions and values. Discharges into these systems have the potential to alter water circulation patterns and hydroperiods, release nutrients causing shifts in native to non-native species composition, release chemicals that adversely impact biota (plants and animals), increase turbidity levels, reduce light penetration and photosynthesis, or otherwise change the capacity of these systems to support aquatic life uses and other beneficial uses of these special aquatic sites, including impairing their diverse and unique communities of aquatic organisms, including fish, wildlife and the habitats upon which they depend. Project specific information is needed to ensure compliance with water quality requirements.

Citations: 40 C.F.R. 230.1(d); 40 C.F.R. 230.10(a)(3); 40 C.F.R. 230.10(c); 40 C.F.R. 230.10(d); 40 C.F.R. 230.20-24; 40 C.F.R. 230.21-22; 40 CFR 230.41; 40 C.F.R. 230.45; 40 C.F.R. 230.75(c); Subpart E of 40 CFR Part 230, 404(b)(1); Maine's Natural Resources Protection Act (NRPA), 38 M.R.S. §§480-A – 480-KK

Condition 3: Specific condition for NWP 7

Outfall design and placement shall include an appropriate energy dissipation structure (e.g., rip rap aprons) and shall be sized to prevent high pressure discharge. For intake structures, project proponents shall use an intake screen that reduces the size of aquatic organisms that can be entrained (e.g., a Johnson-type screen/intake), where feasible. Intake velocities shall not exceed 0.5 feet per second.⁴

Why this condition is necessary: This condition is necessary to ensure that outfall structures and intakes are constructed such that they provide localized erosion control at the point(s) of discharge while minimizing habitat degradation and assimilative capacity of the waterbody. Erosion from outfall

³ National Wetlands Inventory mapper can be found at <https://www.fws.gov/program/national-wetlands-inventory/wetlands-mapper>

⁴ Additional guidance on water intakes is available from the U.S. Fish and Wildlife Service: <https://www.fws.gov/sites/default/files/documents/water-intake-recommendations.pdf>

structures due to improperly designed and placed structures increases sedimentation that alters stream and wetland hydrology (e.g., scouring and deposition) and uncontrolled stormwater contaminants harm aquatic organisms and habitat. Impingement controls for intake structures reduce the size of aquatic organisms that can be entrained and minimize impacts to aquatic species.

Citations: 40 CFR 230.10(c)-(d); 40 CFR 230.30; 40 CFR 230.70; 40 CFR 230.73; 40 CFR 230.74; 40 CFR 230.75;

Condition 4: Specific Condition for NWP 13

For projects using gabions, the project proponent shall visually inspect and repair any damage to gabions and the gabion installation area after construction is completed at least once a year after spring flows.

Why this condition is necessary: This condition is necessary to reduce the individual and cumulative adverse environmental effects caused by hard bank stabilization structures on aquatic biodiversity, habitat, and aquatic resource functions and services. This condition is also necessary to minimize the potential for gabion failure and corresponding water quality impacts. Gabion failure leads to erosion and sediment release, which can significantly affect aquatic ecosystem diversity, productivity and stability, and can potentially release wire into the environment that can impact aquatic habitat. Rock released from damaged gabions can impact channel flow, which can interfere with aquatic habitat processes and infrastructure.

Citations: 40 CFR 230.10(c)-(d); 40 CFR 230.72; 40 CFR 230.74

Condition 5: Specific Condition for NWP 16

The project proponent shall provide EPA Region 1 with a description of the return water from the upland disposal area prior to discharge, including a description of the nature of the dredged material and a description of any contaminants present in the discharge. The project proponent shall also provide an analysis of how the return water may impact the physiochemical conditions of the receiving water prior to discharge, including a description of how the project proponent will ensure controls are in place to ensure compliance with applicable water quality requirements.

Why this condition is necessary: This condition is necessary to ensure any return water meets applicable water quality requirements and does not degrade receiving waters. Dredged material from industrial and urban areas, stormwater and agricultural runoff, as well as from areas of natural deposits of minerals and other natural substances, often contain contaminants from these sources and may have the potential to alter the chemistry of receiving waters, including but not limited to, nutrients, metals, organic carbon, and invasive species. To ensure that all appropriate and practicable measures to minimize harm to the aquatic ecosystem from contaminants are addressed, the project proponent should consider the unique nature of dredged material and the related contaminant pathway to understand the physicochemical conditions of each disposal site under consideration.

Citation: 40 CFR 230.10(b)-(d); 40 CFR 230.11; 40 CFR 230.12; 40 CFR 230.22; 40 CFR 230.31; 40 CFR 230.32; 40 CFR 230.61

Condition 6: Specific Condition for NWP 40

The project proponent shall ensure that any return water flows back into waters of the U.S. does not contain levels of toxic and priority pollutants in excess of effluent limitation guidelines established under Section 307 of the Clean Water Act.

Rationale: This condition is necessary to ensure that return water to waters of the U.S. meets water quality requirements. Agricultural runoff can degrade receiving waters due to contaminants, including toxic and priority pollutants that are subject to effluent limitations pursuant to Section 307 of the Clean Water Act. Project specific information is needed to consider the contaminants proposed for discharge and the aquatic environment at the proposed discharge site to ensure that all appropriate and practicable measures to minimize harm to the aquatic ecosystem are addressed.

Citations: 33 U.S.C. 1317(a)(1); 40 CFR 401.15; 40 CFR 230.10(c); 40 CFR 230.31; 40 CFR 230.32;

Denials of Certification

EPA is denying certification NWP 45.

NWP 45 – Repair of Uplands Damaged by Discrete Events.

This denial of certification applies to the water quality-related impacts from activities subject to NWP 45 that occur within Tribal lands and lands of exclusive federal jurisdiction surrounded by the State of Maine.

The State of Maine is denying certification for NWP 45 on the grounds that NWP 45 does not align with the Maine Department of Environmental Protection Chapter 310 Wetlands and Waterbodies Protection rules⁵. EPA is taking the same approach and denying certification for NWP 45. Applicable water quality requirements on federally recognized Tribal lands in Maine are currently set by the State of Maine⁶. Maine Department of Environmental Protection, Land Use Planning Commission, and Maine Coastal Program have denied water quality certification for the proposed NWP 45, and thus it would be incongruous and inconsistent for EPA to certify NWP 45 on Tribal lands, where Maine's state Water Quality Standards also currently apply, given that the State has determined it is denying certification for NWP 45.

⁵ Maine DEP Chapter 310 Wetlands and Waterbodies Protection rules clarify "a yard or other developed area may not be extended closer to the water as part of a shoreline stabilization project."

⁶ Letter from Curt Spalding, EPA Region 1 Administrator, to Patricia Aho, Maine DEP Commissioner (February 2, 2015) (referencing EPA's analysis of Maine's Water Quality Standards applied to waters of Indian lands in Maine). Maine Water Quality Standards are spread across multiple statutes and regulations. Maine's Water Classification Program can be found in Title 38 Chapter 3 of Maine Revised Statutes (MRS) Sections 464-470. For a complete list of statutes and regulations covering Maine's WQS, see EPA's website at: <https://www.epa.gov/wqs-tech/water-quality-standards-regulations-maine>. Additionally, EPA has promulgated certain federal standards applicable to Indian Lands in Maine, see 40 CFR 131.43, where the listed federal standards are more stringent than state standards.

Citations: 40CFR 131.43 Maine; Title 38 Chapter 3 of Maine Revised Statutes (MRS) Sections 464-470 Maine Land Use Districts and Standards 01-672 C.M.R. ch. 10 (Chapter 10), included by not limited to Sections 10.25(A), 10.25(P)(1)(b), 10.25(P)(1)(c), 10.25(T), and 10.27(F)(6). 38 M.R.S. §§ 480-A – 480-KK; 06-096 C.M.R. ch. 310; 01-672 C.M.R. ch. 10

Attachment: Tribal Environmental Office Points of Contact

Compiled by EPA Region 1

Updated 12/17/2025

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Mashantucket Pequot Tribal Nation	Michael Boland, mboland@mptn-nsn.gov



Environmental Summary Sheet

WIN: 26858.10

Date Submitted: 9/28/2026

Town: Fryeburg-Hiram

CPD Team Leader: Danielle Tetreau

ENV Field Contact: Nick Koltai

NEPA Complete: Section 326 Categorical Exclusion (CE) 23 CFR 771.117.c.3 issued on 8/3/2026

Section 106

Review Complete: No Adverse Effect - SHPO Concurrence 7/23/2026

Section 106 Resources: yes

Mountain Division Rail Line (Sta. 1944+50 to 2478+00) including bridges and stone box culverts.

**See SP 105 for Environmental Requirements*

Section 4(f) and 6(f)

Section 4(f)

Review Complete - No use

Section 6(f)

Review Complete - No properties, no takes

Section 7 – Endangered Species Act

Species of Concern: northern long-eared bat: Programmatic- not likely to adversely affect

Furbish's lousewort: no effect

**See SP 105 for Environmental Requirements.*

Essential Fish Habitat

Species of Concern: Atlantic salmon: adverse effect not substantial. Abbreviated Consultation 7/30/2026

Maine Department of Inland Fisheries and Wildlife

Not Applicable

Timing Window: Not Applicable

Maine Department of Agriculture, Conservation, and Forestry

Public Lands, Submerged Land Lease: Not Applicable

Maine Land Use Planning Commission: Not Applicable

Saco River Corridor Commission – Permit 04-154 Approved

**See Permit and SP 105 for Environmental Requirements*

Maine Department of Environmental Protection

Not Applicable - Exempt per 480-Q-2 and 2-D Maintenance of existing crossings

**See SP 105 for Environmental Requirements*

Army Corps of Engineers: Clean Water Act.

Nationwide Permit Verification - NWP 3: NAE-2026-00751 Approved

**See Permit SP 105 for Environmental Requirements*

Stormwater Review

Chapter 500 MOA - compliance complete - redevelopment, vegetated buffers

Hazardous Material Review

General Note-Proximity to documented contaminant



Special Provisions Required

Standard Specification 656-Erosion Control Plan

N/A ☐

Applicable ☒

Standard Specification 105.8.8-Protected Species

N/A ☐

Applicable ☒

Special Provision 105-Environmental Requirements

N/A ☐

Applicable ☒

Special Provision 203-Dredge Spec

N/A ☐

Applicable ☒

General Note for Hazardous Waste

N/A ☐

Applicable ☒

Special Provision 618-Special Seed Mix

N/A ☐

Applicable ☒

**All permits and approvals based on plans/scope as of: 7/29/2026*