CONTRACT & SPECIFICATIONS

FOR

ANNABESSACOOK LAKE
BOATING FACILITY

WINTHROP, MAINE

PINE TREE ENGINEERING, INC.
BATH, MAINE

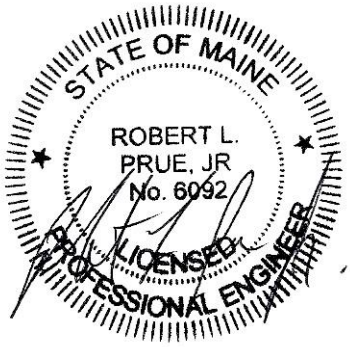
CONTRACT & SPECIFICATIONS

FOR

ANNABESSACOOK LAKE
BOATING FACILITY

WINTHROP, MAINE

MARCH 2022



PINE TREE ENGINEERING, INC.
BATH, MAINE

Project No. 19010
BGS No. 3150

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DIVISION 00

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Notice to Contractors

Annabessacook Lake Boating Facility BGS Project No. 3150

The project includes the construction of a 24-foot-wide precast concrete plank trailered boat launch, precast concrete abutments with boarding floats, associated paved parking, and paved access road.

The cost of the work is approximately $ 575,000. The work to be performed under this contract shall be completed on or before the Final Completion date of *October 28, 2022. In-water work is restricted to the period between July 15 and September 30. No tree clearing is allowed in June or July*.

1. Submit bids on a completed Contractor Bid Form, plus bid security when required, all scanned and included as an attachment to an email with the subject line marked "**Bid for *Annabessacook Lake Boating Facility***" and addressed to the Bid Administrator at: BGS.Architect@Maine.gov, so as to be received no later than **2:00 p.m.** on ***March 30, 2022***.

   Bid submissions will be opened and read aloud at the time and date noted above at the Bureau of General Services office, accessible as a video conference call. Those who wish to participate in the call must submit a request for access to BGS.Architect@Maine.gov.

   Any bid received after the noted time will not be considered a valid bid and will remain unopened. Any bid submitted by any other means will not be considered a valid bid. The Bid Administrator may require the Bidder to surrender a valid paper copy of the bid form or the bid security document in certain circumstances.

   Questions on the bid opening process shall be addressed to the Bid Administrator: Joseph H. Ostwald, Director, Division of Planning, Design & Construction, Bureau of General Services, 77 State House Station, Augusta, Maine 04333-0077, BGS.Architect@Maine.gov.

2. The bid shall be submitted on the Contractor Bid Form (section 00 41 13) provided in the Bid Documents. The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.

3. Bid security *is required* on this project.
   If noted above as required, the Bidder shall include a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with the completed bid form submitted to the Owner. The Bid Bond form is available on the BGS website.

4. Performance and Payment Bonds *are required* on this project.
   If noted above as required, or if any combination of Base Bid and Alternate Bids amounts selected in the award of the contract exceeds $125,000.00, the selected Contractor shall furnish a 100% contract Performance Bond (section 00 61 13.13) and a 100% contract Payment Bond (section 00 61 13.16) in the contract amount to cover the execution of the Work. Bond forms are available on the BGS website.

5. Filed Sub-bids *are not required* on this project.

6. There *are no* Pre-qualified General Contractors on this project.
   If Pre-qualified General Contractors are identified for this project, the name of each company, with their city and state, are listed below.

7. An on-site pre-bid conference *will* be conducted for this project.
   If a pre-bid conference is scheduled, it is *optional* for General Contractors and optional for Subcontractors and suppliers. Contractors who arrive late or leave early for a mandatory meeting may be prohibited from participating in this meeting and bidding. *The pre-bid conference will be held at the project site on March 23, 2022 at 2:00 p.m.:*.

8. Bid Documents - full sets only - will be available on or about *March 10, 2022* and may be obtained *electronically for $60 (non refundable) and an additional $150 (non refundable) to be mailed* from:
   Pine Tree Engineering
   53 Front Street
   Bath, Maine 04530
   (207) 443-1508

9. Bid Documents may be examined at:
   AGC Maine
   188 Whitten Road
   Augusta, ME 04330
   Phone 207-622-4741 Fax 207-622-1625

   Construction Summary
   734 Chestnut Street
   Manchester, NH 03104
   Phone 603-627-8856 Fax 603-627-4524

00 21 13
Instructions to Bidders

1. Bidder Requirements

1.1 A bidder is a Contractor who is qualified, or has been specifically pre-qualified by the Bureau of General Services, to bid on the proposed project described in the Bid Documents.

1.2 Contractors and Subcontractors bidding on projects that utilize Filed Sub-bids shall follow the requirements outlined in these Bid Documents for such projects. See Section 00 22 13 for additional information.

1.3 Contractors and Subcontractors are not eligible to bid on the project when their access to project design documents prior to the bid period distribution of documents creates an unfair bidding advantage. Prohibited access includes consultation with the Owner or with design professionals engaged by the Owner regarding cost estimating, constructability review, or project scheduling. This prohibition to bid applies to open, competitive bidding or pre-qualified contractor bidding or Filed Sub-bidding. The Bureau may require additional information to determine if the activities of a Contractor constitute an unfair bidding advantage.

1.4 Each bidder is responsible for becoming thoroughly familiar with the Bid Documents prior to submitting a bid. The failure of a bidder to review evident site conditions, to attend available pre-bid conferences, or to receive, examine, or act on addenda to the Bid Documents shall not relieve that bidder from any obligation with respect to their bid or the execution of the work as a Contractor.

1.5 Prior to the award of the contract, General Contractor bidders or Filed Sub-bidders may be required to provide documented evidence to the Owner or the Bureau showing compliance with the provisions of this section, their business experience, financial capability, or performance on previous projects.

1.6 The selected General Contractor bidder will be required to provide proof of insurance before a contract can be executed.

1.7 Contracts developed from this bid shall not be assigned, sublet or transferred without the written consent of the Owner.

1.8 By submitting a bid the Contractor attests that it has not been declared ineligible to bid on State of Maine projects. The Director of the Bureau of General Services may disallow award of this contract to any Contractor if there is evidence that the Contractor or any of its Subcontractors, through their own fault, have been terminated, suspended for cause, debarred from bidding, agreed to refrain from bidding as part of a settlement, have defaulted on a contract, or had a contract completed by another party.

1.9 The Contractor attests that it is not presently indicted for or otherwise criminally or civilly charged by a Federal, State or local government entity with commission of any of the following offenses and has not within a three-year period preceding this bid 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

1.10 The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs or State of Maine projects.

2. Authority of Owner

2.1 The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.

2.2 Subject to the Owner's stated right to accept or reject any or all bids, the Contractor shall be selected on the basis of the lowest dollar value of an acceptable Base Bid, or any combination of Base Bid plus Alternate Bids, as well as other limited cost modifications the Owner determines may best serve the interests of the Owner. An acceptable bid is a duly submitted bid from a responsive and responsible bidder.

2.3 The Owner reserves the right to require Bid Bonds or Performance and Payment Bonds for any project of any contract value.

3. Submitting Bids and Bid Requirements

3.1 Each bid shall be submitted on the forms provided in the Bid Documents.

3.2 Each bid shall be valid for a period of thirty calendar days following the Project bid closing date and time. The bid expiration date may be extended in unusual circumstances by mutual consent of the Bidder and the Owner. The bid amount shall not be modified due to the bid expiration date extension.

3.3 Any provision contained in a bid which shows cost escalation, or any modification of schedule or other requirements shall not be accepted. Such a provision causes the bid to be invalid, or, at the discretion of the Owner and BGS, that element of the bid submission may be disregarded for the purpose of awarding the contract without that provision.

3.4 Bidders shall include a Bid Bond or other approved bid security with the bid form submitted to the Owner when the bid form indicates such bid security is required. The bond value shall be 5% of the bid amount. The form of bond is shown in section 00 43 13.

3.5 Bidders recognize that inclusion of contract bonds and the cost of those bonds is dependent on the awarded contract dollar value. Therefore, a Base Bid, or any combination of Base Bid plus Alternate Bids, as well as other limited cost modifications, resulting in a contract award shall include the cost of Performance and Payment Bonds in the submitted bid amount when the construction contract value is over $125,000.00. Similarly, the cost of Performance and Payment Bonds is excluded in the submitted bid amount when the construction contract value is $125,000.00 or less unless bonds are specifically required by the Bid Documents. When required for the project, the selected Contractor shall provide these bonds before a contract can be executed, pursuant to 14 M.R.S.A., Section 871, Public Works Contractors' Surety Bond Law of 1971, subsection 3. The form of bonds is shown in section 00 61 13.13 and 00 61 13.16.

3.6 Bidders may modify bids in writing, by the same means as the original bid submission, prior to the bid closing time. Such written amendments shall not disclose the amount of the initial bid. If so disclosed, the entire bid is considered invalid.

3.7 Bidders implicitly acknowledge all Addenda issued when they submit the bid form. By usual practice the Consultant shall not issue Addenda less than 72 hours prior to the bid closing time, to allow ample time for bidders to incorporate the information. However, some information, such as extending the bid due date and time, may be issued with shorter notice. Addenda shall be issued to all companies who are registered holders of Bid Documents.

3.8 A bid may be withdrawn without penalty if a written request by the bidder is presented to the Owner prior to the bid closing time. Such written withdrawal requests are subject to verification as required by the Bureau. After the bid closing time, such written withdrawal requests may be allowed in consideration of the bid bond or, without utilizing a bid bond, if the Contractor provides documented evidence to the satisfaction of the Bureau that factual errors had been made on the bid form.

3.9 In the event State of Maine Offices unexpectedly close on the published date of a public bid opening in the location of that bid opening, prior to the time of the scheduled deadline, the new deadline for the public bid opening will be the following business day at the originally scheduled hour of the day, at the original location. Official closings are posted on the State of Maine government website.

3.10 The Owner may require, in a Notice of Intent to Award letter to the apparent low bidder, a Schedule of Values, Project Schedule, and List of Subcontractors and Suppliers as both a demonstration of capability of the Bidder and as a condition of award.

3.11 Projects which require a State of Maine wage determination will include that schedule as part of the Bid Documents. See section 00 73 46, if such rates are required.

3.12 Projects which require compliance with the Davis-Bacon Act are subject to the regulations contained the Code for Federal Regulations and the federal wage determination which is made a part of the Bid Documents. See section 00 73 46, if such rates are required.

3.13 The Owner is exempt from the payment of Maine State sales and use taxes as provided in 36 M.R.S. §1760 (1). The Contractor and Subcontractors shall not include taxes on exempt items in the construction contract.

00 41 13
Contractor Bid Form

Annabessacook Lake Boating Facility BGS Project No. 3150

Bid Form submitted by: *email only to email address below*

Bid Administrator:

Joseph H. Ostwald BGS.Architect@Maine.gov
Bureau of General Services
111 Sewall Street, Cross State Office Building, 4th floor
77 State House Station
Augusta, Maine 04333-0077

Bidder:

Signature: _____

Printed name and title: _____

Company name: _____

Mailing address: _____

City, state, zip code: _____

Phone number: _____

Email address: _____

State of incorporation, if a corporation: _____

List of all partners, if a partnership: _____

The Bidder agrees, if the Owner offers to award the contract, to provide any and all bonds and certificates of insurance, as well as Schedule of Values, Project Schedule, and List of Subcontractors and Suppliers if required by the Owner, and to sign the designated Construction Contract within twelve calendar days after the date of notification of such acceptance, except if the twelfth day falls on a State of Maine government holiday or other closure day, or a Saturday, or a Sunday, in which case the aforementioned documents must be received before 12:00 noon on the first available business day following the holiday, other closure day, Saturday, or Sunday.

As a guarantee thereof, the Bidder submits, together with this bid, a bid bond or other acceptable instrument as and if required by the Bid Documents.

00 41 13
Contractor Bid Form

1. The Bidder, having carefully examined the *Annabessacook Lake Boating Facility* Project Manual dated *March 2022*, prepared by *Pine Tree Engineering, Inc.*, as well as Specifications, Drawings, and any Addenda, the form of contract, and the premises and conditions relating to the work, proposes to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this project for the **Base Bid** amount of:

   $ _____ .00

2. Allowances *are not included* on this project.
   No Allowances

   $ *0*.00

3. Alternate Bids *are not included* on this project.
   No Alternate Bids
   Any dollar amount line below that is left blank by the Bidder shall be read as a bid of **$0.00**.

   1 Not used $ _____ .00

   2 Not used $ _____ .00

   3 Not used $ _____ .00

   4 Not used $ _____ .00

4. Bid security *is required* on this project.
   If noted above as required, or if the Base Bid amount exceeds $125,000.00, the Bidder shall include with this bid form a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with this completed bid form submitted to the Owner.

5. Filed Sub-bids *are not required* on this project.
   If noted above as required, the Bidder shall include with this bid form a list of each Filed Sub-bidder selected by the Bidder on the form provided (section 00 41 13F).

00 43 13
Contractor Bid Bond

Bond No.: **insert bond number**

We, the undersigned, ***insert company name of Contractor***, ***select type of entity*** of ***insert name of municipality*** in the State of ***insert name of state*** as principal, and ***insert name of surety*** as Surety, are hereby held and firmly bound unto ***select title of obligee*** in the penal sum of ***five percent of the bid amount***, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, signed this ***insert date, i.e.: 8th*** day of ***select month***, ***select year***, which is the same date as that of the first specified bid due date, or subsequent bid due date revised by addendum.

The condition of the above obligation is such that whereas the principal has submitted to the Owner, or State of Maine, to a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of ***insert name of project as designated in the contract documents***

Now therefore:

If said bid shall be rejected, or, in the alternate,

If said bid shall be accepted and the principal shall execute and deliver a contract in the form of contract attached hereto, properly completed in accordance with said bid, and shall furnish a bond for the 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 void.

Otherwise, the same shall remain in force and effect- it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid and said Surety does hereby waive notice of any such extension.

[Fillable bond forms may be downloaded from the Bureau of General Services website.]

00 43 13
Contractor Bid Bond

In witness whereof, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Signed and sealed this ***insert date, i.e.: 8th*** day of ***select month***, ***select year***, which is the first specified bid due date, or subsequent bid due date revised by addendum.

Contractor

(Signature)

insert name and title

insert company name

insert address
insert city state zip code

Surety

(Signature)

insert name and title

insert company name

insert address
insert city state zip code

If Contractor is a partnership, all partners shall execute the bond. A power of attorney document indicating that it still is in full force and effect shall be provided by the person executing this bond.

[Fillable bond forms may be downloaded from the Bureau of General Services website.]

AdvantageME CT# _____

State of Maine
CONSTRUCTION CONTRACT

Large Construction Project

This form is used when the Contract value is $50,000 or greater.
The Project Manual, Specifications and Drawings, and any Addenda are considered part of this Contract.

Agreement entered into by and between the ***insert contracting entity name*** hereinafter called the ***Owner*** and ***insert Contractor company name*** hereinafter called the ***Contractor***.

BGS Project No.: ***insert number assigned by BGS*** Other Project No.: _____

For the following Project: ***title of project shown on documents*** at ***facility or campus name***, ***municipality***, Maine.

The Specifications and the Drawings have been prepared by ***firm name***, acting as Professional-of-Record and named in the documents as the Consultant Architect or Engineer.

The *Owner* and *Contractor* agree as follows:

ARTICLE 1 COMPENSATION AND PAYMENTS

1.1 The Owner shall pay the Contractor to furnish all labor, equipment, materials and incidentals necessary for the construction of the Work described in the Specifications and shown on the Drawings the Contract Amount as shown below.

Base Bid	*$0.00*
Alternate Bid number and name or "no Alternates"	*$0.00*
Alternate Bid number and name or "no Alternates"	*$0.00*
Alternate Bid number and name or "no Alternates"	*$0.00*
Alternate Bid number and name or "no Alternates"	*$0.00*
Alternate Bid number and name or "no Alternates"	*$0.00*
Total Contract Amount	***$0.00***

1.2 The Contractor's requisition shall contain sufficient detail and supporting information for the Owner to evaluate and support the payment requested.

1.2.1 Payments are due and payable twenty-five working days from the date of receipt of a Contractor requisition which is approved by the Owner.

1.2.2 Provisions for late payments are governed by 5 M.R.S. Chapter 144, *Payment of Invoices Received from Business Concerns*, and interest shall be calculated at 1% per month.

ARTICLE 2 COMMENCEMENT AND COMPLETION DATES

2.1 The Work of this Contract shall commence no sooner than the date this document is executed by the approval authority, or a subsequent date designated in the contract documents.

2.2 The Substantial Completion Date shall be ***15 December 2023***.

2.3 The Work of this Contract shall be completed on or before the Contract Final Completion Date of (insert date) .

2.4 The Contract Expiration Date shall be ***(insert date)***. (This date is the Owner's deadline for internal management of contract accounts. The Contract Expiration Date does not directly relate to any contract obligation of the Contractor.)

ARTICLE 3 INELIGIBLE BIDDER

3.1 By signing this contract the Contractor attests that it has not been declared ineligible to bid on State of Maine projects. The Bureau of General Services may disallow award of this contract to any Contractor if there is evidence that the Contractor or any of its Subcontractors, through their own fault, have been terminated, suspended for cause, debarred from bidding, agreed to refrain from bidding as part of a settlement, have defaulted on a contract, or had a contract completed by another party.

3.2 By signing this contract the Contractor attests that it is not presently indicted for or otherwise criminally or civilly charged by a Federal, State or local government entity with commission of any of the following offenses and has not within a three-year period preceding this bid 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3.3 The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs or State of Maine projects.

ARTICLE 4 CONTRACTOR'S RESPONSIBILITIES

4.1 On this project, the Contractor ***shall*** furnish the Owner the appropriate contract bonds in the amount of 100% of the Contract Sum. Contract bonds are mandated if the Contract Sum exceeds $125,000, or if bonds are specifically required by the Contract Documents.

4.2 The Contractor shall comply with all laws, codes and regulations applicable to the Work.

4.3 The Contractor shall acquire all permits and third-party approvals applicable to the Work not specifically identified as provided by the Owner. Costs for Contractor-provided permits and third-party approvals shall be included in the Contract Sum identified in Section 1.1 above.

4.4 The Contractor shall remain an independent agent for the duration of this Contract, shall not become an employee of the State of Maine, and shall assure that no State employee will be compensated by, or otherwise benefit from, this Contract.

4.5 The Contractor shall be responsible for any design cost, construction cost, or other cost incurred on the Project to the extent caused by the negligent acts, errors or omissions of the Contractor or their Subcontractors in the performance of Work under this Contract.

ARTICLE 5 OWNER'S RESPONSIBILITIES

5.1 The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project. The Owner has established a budget with reasonable contingencies that meets the project requirements.

5.2 By signing this contract, the Owner attests that all State of Maine procurement requirements for this contract have been met, including the solicitation of competitive bids.

ARTICLE 6 INSTRUMENTS OF SERVICE

6.1 The Contractor's use of the drawings, specifications and other documents known as the Consultant's Instruments of Service is limited to the execution of the Contractor's scope of work of this project unless the Contractor receives the written consent of the Owner and Consultant for use elsewhere.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 This Contract shall be governed by the laws of the State of Maine.

7.2 The Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Contract. Neither party to this Contract shall assign the Contract as a whole without written consent of the other party, which consent the Owner may withhold without cause.

7.3 Notwithstanding any other provision of this Agreement, if the Owner does not receive sufficient funds to fund this Agreement or funds are de-appropriated, or if the Owner does not receive legal authority from the Maine State Legislature or Maine Courts to expend funds intended for this Agreement, then the Owner is not obligated to make payment under this Agreement; provided, however, the Owner shall be obligated to pay for services satisfactorily performed prior to any such non-appropriation in accordance with the termination provisions of this Agreement. The Owner shall timely notify the Contractor of any non-appropriation and the effective date of the non-appropriation.

ARTICLE 8 CONTRACT DOCUMENTS

8.1 The Project Manual, Specifications and Drawings, and any Addenda, together with this agreement, form the contract. Each element is as fully a part of the Contract as if hereto attached or herein repeated.

8.2 Specifications: ***indicate date of issuance of project manual***

8.3 Drawings: ***note each sheet number and title***

8.4 Addenda: ***note each addenda number and date, or "none"***

BGS Project No.: _____

The Contract is effective as of the date executed by the approval authority.

OWNER	**CONTRACTOR**
Signature *Date* *name and title* *name of contracting entity* *address* *telephone* *email address*	*Signature* *Date* *name and title* *name of contractor company* *address* *telephone* *email address* *Vendor Number*

Indicate the names of the review and approval individuals appropriate to the approval authority.

select proper approval authority	
Reviewed by:	**Approved by:**
Signature *Date* *insert name*	*Signature* *Date* *Joseph H. Ostwald*
Project Manager/ Contract Administrator	*Director, Planning, Design & Construction*

00 61 13.13
Contractor Performance Bond

Bond No.: **insert bond number**

We, the undersigned, ***insert company name of Contractor***, ***select type of entity*** of ***insert name of municipality*** in the State of ***insert name of state*** as principal, and ***insert name of surety*** as Surety, are hereby held and firmly bound unto ***select title of obligee*** in the penal sum of the Contract Price $ ***insert the Contract Price in numbers*** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the principal shall promptly and faithfully perform the contract entered into this ***insert date, i.e.: 8th*** day of ***select month***, ***select year***, which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract, for the construction of ***insert name of project as designated in the contract documents***, then this obligation shall be null and void.

Otherwise, the same shall remain in force and effect- it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time which the Obligee may accept during the performance of the contract and said Surety does hereby waive notice of any such extension.

[Fillable bond forms may be downloaded from the Bureau of General Services website.]

00 61 13.13
Contractor Performance Bond

In witness whereof, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Signed and sealed this ***insert date, i.e.: 8th*** day of ***select month***, ***select year***, which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract.

Contractor

_____

(Signature)

insert name and title

insert company name

insert address
insert city state zip code

Surety

_____

(Signature)

insert name and title

insert company name

insert address
insert city state zip code

If Contractor is a partnership, all partners shall execute the bond. A power of attorney document indicating that it still is in full force and effect shall be provided by the person executing this bond.

[Fillable bond forms may be downloaded from the Bureau of General Services website.]

00 61 13.16
Contractor Payment Bond

Bond No.: **insert bond number**

We, the undersigned, ***insert company name of Contractor***, ***select type of entity*** of ***insert name of municipality*** in the State of ***insert name of state*** as principal, and ***insert name of surety*** as Surety, are hereby held and firmly bound unto ***select title of obligee*** in the penal sum of the Contract Price $ ***insert the Contract Price in numbers*** for the use and benefit of claimants, defined as an entity having a contract with the principal or with a subcontractor of the principal for labor, materials, or both labor and materials, used or reasonably required for use in the performance of the contract, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the principal shall promptly satisfy all claims and demands incurred for all labor and materials, used or required by the principal in connection with the work described in the contract entered into this ***insert date, i.e.: 8th*** day of ***select month***, ***select year***, which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract, for the construction of ***insert name of project as designated in the contract documents***, and shall fully reimburse the obligee for all outlay and expense with said obligee may incur in making good any default of said principal, then this obligation shall be null and void.

Otherwise, the same shall remain in force and effect- it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time which the Obligee may accept during the performance of the contract and said Surety does hereby waive notice of any such extension.

[Fillable bond forms may be downloaded from the Bureau of General Services website.]

00 61 13.16
Contractor Payment Bond

In witness whereof, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Signed and sealed this ***insert date, i.e.: 8th*** day of ***select month***, ***select year***, which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract.

Contractor

_____

(Signature)

insert name and title

insert company name

insert address
insert city state zip code

Surety

_____

(Signature)

insert name and title

insert company name

insert address
insert city state zip code

If Contractor is a partnership, all partners shall execute the bond. A power of attorney document indicating that it still is in full force and effect shall be provided by the person executing this bond.

[Fillable bond forms may be downloaded from the Bureau of General Services website.]

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Definitions

1. Definitions

1.1 *Addendum*: A document issued by the Consultant that amends the Bid Documents. Addenda shall not be issued less than seventy-two hours prior to the specified bid opening time.

1.2 *Allowance*: A specified dollar amount for a particular scope of work or service included in the Work that is identified in the Bid Documents and included in each Bidder's Bid. The Contractor shall document expenditures for an Allowance during the Project. Any unused balance shall be credited to the Owner. The Contractor is responsible for notifying the Owner of anticipated expenses greater than the specified amount and the Owner is responsible for those additional expenses.

1.3 *Alternate Bid*: The Contractor's written offer of a specified dollar amount, submitted on the Bid Form, for the performance of a particular scope of work described in the Bid Documents. The Owner determines the low bidder based on the sum of the base Bid and any combination of Alternate Bids that the Owner selects.

1.4 *Architect*: A Consultant acting as, or supporting, the Professional-of-Record who is responsible for the design of the Project. Equivalent to "Consultant" in State of Maine contract forms.

1.5 *Architectural Supplemental Instruction (ASI)*: A written instruction from the Architect for the purpose of clarification of the Contract Documents. An ASI does not alter the Contract Price or Contract Time. ASIs may be responses to RFIs and shall be issued by the Architect in a timely manner to avoid any negative impact on the Schedule of the Work.

1.6 *Bid*: The Contractor's written offer of a specified dollar amount or amounts, submitted on a form included in the Bid Documents, for the performance of the Work. A Bid may include bonds or other requirements. A base Bid is separate and distinct from Alternate Bids, being the only cost component necessary for the award of the contract, and representing the minimum amount of Work that is essential for the functioning of the Project.

1.7 *Bid Bond*: The security designated in the Bid Documents, furnished by Bidders as a guaranty of good faith to enter into a contract with the Owner, should a contract be awarded to that Bidder.

1.8 *Bidder*: Any business entity, individual or corporation that submits a bid for the performance of the work described in the Bid Documents, acting directly or through a duly authorized representative. See also *Responsive and Responsible Bidder*.

1.9 *Bid Documents*: The drawings, procurement and contracting requirements, general requirements, and the written specifications -including all addenda, that a bidder is required to reference in the submission of a bid.

1.10 *Bureau*: The State of Maine Bureau of General Services, or BGS, in the Department of Administrative and Financial Services.

1.11 *Calendar days*: Consecutive days, as occurring on a calendar, taking into account each day of the week, month, year, and any religious, national or local holidays. Calendar days are used for changes in Contract Time.

1.12 *Certificate of Substantial Completion*: A document developed by the Consultant that describes the final status of the Work and establishes the date that the Owner may use the facility for its intended purpose. The Certificate of Substantial Completion may also include a provisional list of items - a "punch list" - remaining to be completed by the Contractor. The Certificate of Substantial Completion identifies the date from which the project warranty period commences.

1.13 *Certificate of Occupancy*: A document developed by a local jurisdiction such as the Code Enforcement Officer that grants permission to the Owner to occupy a building.

1.14 *Change Order (CO)*: A document that modifies the contract and establishes the basis of a specific adjustment to the Contract Price or the Contract Time, or both. Change Orders may address correction of omissions, errors, and document discrepancies, or additional requirements. Change Orders should include all labor, materials and incidentals required to complete the work described. A Change Order is not valid until signed by the Contractor, Owner and Consultant and approved by the Bureau.

1.15 *Change Order Proposal (COP) (see also Proposal)*: Contract change proposed by the Contractor regarding the contract amount, requirements, or time. The Contractor implements the work of a COP after it is accepted by all parties. Accepted COPs are incorporated into the contract by Change Order.

1.16 *Clerk of the Works*: The authorized representative of the Consultant on the job site. Clerk of the Works is sometimes called the Architect's representative.

1.17 *Construction Change Directive (CCD)*: A written order prepared by the Consultant and signed by the Owner and Consultant, directing a change in the Work prior to final agreement with the Contractor on adjustment, if any, in the Contract Price or Contract Time, or both.

1.18 *Contract*: A written agreement between the Owner and the successful bidder which obligates the Contractor to perform the work specified in the Contract Documents and obligates the Owner to compensate the Contractor at the mutually accepted sum, rates or prices.

1.19 *Contract Bonds (also known as Payment and Performance Bonds)*: The approved forms of security, furnished by the Contractor and their surety, which guarantee the faithful performance of all the terms of the contract and the payment of all bills for labor, materials and equipment by the Contractor.

1.20 *Contract Documents*: The drawings and written specifications (including all addenda), Standard General Conditions, and the contract (including all Change Orders subsequently incorporated in the documents).

1.21 *Contract Expiration Date*: Date determined by the Owner as a deadline for internal management of contract accounts. This allows time after the Contract Final Completion Date for processing the final Requisition for Payment. The Contract Expiration Date does not directly relate to any contract obligation of the Contractor.

1.22 *Contract Final Completion Date*: Point of time when the Work is fully completed in compliance with the Contract Documents, as certified by the Consultant. Final payment to the Contractor is due upon Final Completion of the Project.

1.23 *Contract Price*: The dollar amount of the construction contract, also called *Contract Sum*.

1.24 *Contract Time*: The designated duration of time to execute the Work of the contract, with a specific date for completion.

1.25 *Contractor*: Also called the "General Contractor" or "GC" the individual or entity undertaking the execution of the general contract work under the terms of the contract with the Owner, acting directly or through a duly authorized representative. The Contractor is responsible for the means, methods and materials utilized in the execution and completion of the Work.

1.26 *Consultant*: The Architect or Engineer acting as Professional-of-Record for the Project. The Consultant is responsible for the design of the Project.

1.27 *Drawings*: The graphic and pictorial portion of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

1.28 *Engineer*: A Consultant acting as, or supporting, the Professional-of-Record who is responsible for the design of the Project. Equivalent to “Consultant” in State of Maine contract forms.

1.29 *Filed Sub-bid*: The designated major Subcontractor's (or, in some cases, Contractor’s) written offer of a specified dollar amount or amounts, submitted on a form included in the Bid Documents, for the performance of a particular portion of the Work. A Filed Sub-bid may include bonds or other requirements.

1.30 *General Requirements*: The on-site overhead expense items the Contractor provides for the Project, typically including, but not limited to, building permits, construction supervision, Contract Bonds, insurance, field office, temporary utilities, rubbish removal, and site fencing. Overhead expenses of the Contractor's general operation are not included. Sometimes referred to as the Contractor's General Conditions.

1.31 *Owner*: The State agency which is represented by duly authorized individuals. The Owner is responsible for defining the scope of the Project and compensation to the Consultant and Contractor.

1.32 *Owner’s Representative*: The individual or entity contracted by the Owner to be an advisor and information conduit regarding the Project.

1.33 *Overhead*: General and administrative expenses of the Contractor’s principal and branch offices, including payroll costs and other compensation of Contractor employees, deductibles paid on any insurance policy, charges against the Contractor for delinquent payments, and costs related to the correction of defective work, and the Contractor’s capital expenses, including interest on capital used for the work.

1.34 *Performance and Payment Bonds (also known as Contract Bonds)*: The approved forms of security, furnished by the Contractor and their surety, which guarantee the faithful performance of all the terms of the contract and the payment of all bills for labor, materials and equipment by the Contractor.

1.35 *Post-Bid Addendum*: Document issued by the Consultant that defines a potential Change Order prior to signing of the construction contract. The Post-Bid Addendum allows the Owner to negotiate

contract changes with the Bidder submitting the lowest valid bid, only if the negotiated changes to the Bid Documents result in no change or no increase in the bid price.

A Post-Bid Addendum may also be issued after a competitive construction Bid opening to those Bidders who submitted a Bid initially, for the purpose of rebidding the Project work without re-advertising.

1.36 *Project*: The construction project proposed by the Owner to be constructed according to the Contract Documents. The Project, a public improvement, may be tied logistically to other public improvements and other activities conducted by the Owner or other contractors.

1.37 *Proposal (see also Change Order Proposal)*: The Contractor's written offer submitted to the Owner for consideration containing a specified dollar amount or rate, for a specific scope of work, and including a schedule impact, if any. A proposal shall include all costs for overhead and profit. The Contractor implements the work of a Proposal after it is accepted by all parties. Accepted Proposals are incorporated into the contract by Change Order.

1.38 *Proposal Request (PR)*: An Owner's written request to the Contractor for a Change Order Proposal.

1.39 *Punch List*: A document that identifies the items of work remaining to be done by the Contractor at the Close Out of a Project. The Punch List is created as a result of a final inspection of the work only after the Contractor attests that all of the Work is in its complete and permanent status.

1.40 *Request For Information (RFI)*: A Contractor's written request to the Consultant for clarification, definition or description of the Work. RFIs shall be presented by the Contractor in a timely manner to avoid any negative impact on the Schedule of the Work.

1.41 *Request For Proposal (RFP)*: An Owner's written request to the Contractor for a Change Order Proposal.

1.42 *Requisition for Payment*: The document in which the Contractor certifies that the Work described is, to the best of the Contractor's knowledge, information and belief, complete and that all previous payments have been paid by the Contractor to Subcontractors and suppliers, and that the current requested payment is now due. See *Schedule of Values.*

1.43 *Responsive and Responsible Bidder*: A bidder who complies, when submitting a bid on a given project, with the following *responsive* standards, as required by the Bid Documents:
- submits specific qualifications to bid the project, if required;
- attends mandatory pre-bid conferences, if required;
- submits a bid prior to the close of the bid period;
- submits a complete bid form;
- submits a bid without indications of intent contrary to the stated requirements;
- submits other materials and information, such as bid security, as required;

and, meets the following minimums regarding these *responsible* standards:
- sustains a satisfactory record of project performance;
- maintains a permanent place of business in a known physical location;
- possesses the financial means for short- and long-term operations;
- possesses the appropriate technical experience and capabilities;
- employs adequate personnel and subcontractor resources;

maintains the equipment needed to perform the work;
complies with the proposed implementation schedule;
complies with the insurance and bonding requirements;
provides post-construction warranty coverage;
and other criteria which can be considered relevant to the contract.

1.44 *Retainage*: The amount, calculated at five percent (5%) of the contract value or a scheduled value, that the Owner shall withhold from the Contractor until the work or portion of work is declared substantially complete or otherwise accepted by the Owner. The Owner may, if requested, reduce the amount withheld if the Owner deems it desirable and prudent to do so. (See Title 5 M.R.S.A., Section 1746.)

1.45 *Sample*: A physical example provided by the Contractor which illustrates materials, equipment or workmanship and establishes standards by which the Work will be judged.

1.46 *Schedule of the Work*: The document prepared by the Contractor and approved by the Owner that specifies the dates on which the Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from the Owner.

1.47 *Schedule of Values*: The document prepared by the Contractor and approved by the Owner before the commencement of the Work that specifies the dollar values of discrete portions of the Work equal in sum to the contract amount. The Schedule of Values is used to document progress payments of the Work in regular (usually monthly) requisitions for payment. See *Requisition for Payment*.

1.48 *Shop Drawings*: The drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

1.49 *Specifications*: The portion of the Contract Documents consisting of the written requirements of the Work for materials, equipment, systems, standards, workmanship, and performance of related services.

1.50 *Subcontractor*: An individual or entity undertaking the execution of any part of the Work by virtue of a written agreement with the Contractor or any other Subcontractor. Also, an individual or entity retained by the Contractor or any other Subcontractor as an independent contractor to provide the labor, materials, equipment or services necessary to complete a specific portion of the Work.

1.51 *Substantial Completion Date*: Point of time when the Work or a designated portion of the Work is sufficiently complete in compliance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended purpose without unscheduled disruption. Substantial Completion is documented by the date of the Certificate of Substantial Completion signed by the Owner and the Contractor.

1.52 *Superintendent*: The representative of the Contractor on the job site, authorized by the Contractor to receive and fulfill instructions from the Consultant.

1.53 *Surety*: The individual or entity that is legally bound with the Contractor and Subcontractor to insure the faithful performance of the contract and for the payment of the bills for labor, materials and equipment by the Contractor and Subcontractors.

1.54 *Work*: The construction and services, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by the Contractor and Subcontractors to fulfill the requirements of the Project as described in the Contract Documents.

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General Conditions

Table of Contents of this General Conditions Section

1. Preconstruction Conference

1.1 The Contractor shall, upon acceptance of a contract and prior to commencing work, schedule a preconstruction conference with the Owner and Consultant. The purpose of this conference is as follows.

1.1.1 Introduce all parties who have a significant role in the Project, including:
Owner (State agency or other contracting entity)
Owner's Representative
Consultant (Architect or Engineer)
Subconsultants
Clerk-of-the-works
Contractor (GC)
Superintendent
Subcontractors
Other State agencies
Construction testing company
Commissioning agent
Special Inspections agent
Bureau of General Services (BGS);

1.1.2 Review the responsibilities of each party;

1.1.3 Review any previously-identified special provisions of the Project;

1.1.4 Review the Schedule of the Work calendar submitted by the Contractor to be approved by the Owner and Consultant;

1.1.5 Review the Schedule of Values form submitted by the Contractor to be approved by the Owner and Consultant;

1.1.6 Establish routines for Shop Drawing approval, contract changes, requisitions, et cetera;

1.1.7 discuss jobsite issues;

1.1.8 Discuss Project close-out procedures;

1.1.9 Provide an opportunity for clarification of Contract Documents before work begins; and

1.1.10 Schedule regular meetings at appropriate intervals for the review of the progress of the Work.

2. Intent and Correlation of Contract Documents

2.1 The intent of the Contract Documents is to describe the complete Project. The Contract Documents consist of various components; each component complements the others. What is shown as a requirement by any one component shall be inferred as a requirement on all corresponding components.

2.2 The Contractor shall furnish all labor, equipment and materials, tools, transportation, insurance, services, supplies, operations and methods necessary for, and reasonably incidental to, the construction and completion of the Project. Any work that deviates from the Contract Documents which appears to be required by the exigencies of construction or by inconsistencies in the Contract Documents, will be determined by the Consultant and authorized in writing by the Consultant, Owner and the Bureau prior to execution. The Contractor shall be responsible for requesting clarifying information where the intent of the Contract Documents is uncertain.

2.3 The Contractor shall not utilize any apparent error or omission in the Contract Documents to the disadvantage of the Owner. The Contractor shall promptly notify the Consultant in writing of such errors or omissions. The Consultant shall make any corrections or clarifications necessary in such a situation to document the true intent of the Contract Documents.

3. Additional Drawings and Specifications

3.1 Upon the written request of the Contractor, the Owner shall provide, at no expense to the Contractor, up to five sets of printed Drawings and Specifications for the execution of the Work.

3.2 The Consultant shall promptly furnish to the Contractor revised Drawings and Specifications, for the area of the documents where those revisions apply, when corrections or clarifications are made by the Consultant. All such information shall be consistent with, and reasonably inferred from, the Contract Documents. The Contractor shall do no work without the proper Drawings and Specifications.

4. Ownership of Contract Documents

4.1 The designs represented on the Contract Documents are the property of the Consultant. The Drawings and Specifications shall not be used on other work without consent of the Consultant.

5. Permits, Laws, and Regulations

5.1 The Owner is responsible for obtaining any zoning approvals or other similar local project approvals necessary to complete the Work, unless otherwise specified in the Contract Documents.

5.2 The Owner is responsible for obtaining Maine Department of Environmental Protection, Maine Department of Transportation, or other similar state government project approvals necessary to complete the Work, unless otherwise indicated in the Contract Documents.

5.3 The Owner is responsible for obtaining any federal agency project approvals necessary to complete the Work, unless otherwise indicated in the Contract Documents.

5.4 The Owner is responsible for obtaining all easements for permanent structures or permanent changes in existing facilities.

5.5 The Contractor is responsible for obtaining and paying for all permits and licenses necessary for the implementation of the Work. The Contractor shall notify the Owner of any delays, variance or restrictions that may result from the issuing of permits and licenses.

5.6 The Contractor shall comply with all ordinances, laws, rules and regulations and make all required notices bearing on the implementation of the Work. In the event the Contractor observes disagreement between the Drawings and Specifications and any ordinances, laws, rules and regulations, the Contractor shall promptly notify the Consultant in writing. Any necessary changes shall be made as provided in the contract for changes in the work. The Contractor shall not perform any work knowing it to be contrary to such ordinances, laws, rules and regulations.

5.7 The Contractor shall comply with local, state and federal regulations regarding construction safety and all other aspects of the Work.

5.8 The Contractor shall comply with the Maine Code of Fair Practices and Affirmative Action, 5 M.R.S. §784 (2).

6. Taxes

6.1 The Owner is exempt from the payment of Maine State sales and use taxes as provided in 36 M.R.S. §1760 (1). The Contractor and Subcontractors shall not include taxes on exempt items in the construction contract.

6.2 Section 1760 further provides in subsection 61 that sales to a construction contractor or its subcontractor of tangible personal property that is to be physically incorporated in, and become a permanent part of, real property for sale to or owned by the Owner, are exempt from Maine State sales and use taxes. Tangible personal property is defined in 36 M.R.S. §1752 (17).

6.3 The Contractor may contact Maine Revenue Services, 24 State House Station, Augusta, Maine 04333 for guidance on tax exempt regulations authorized by 36 M.R.S. §1760 and detailed in Rule 302 (18-125 CMR 302).

7. Labor and Wages

7.1 The Contractor shall conform to the labor laws of the State of Maine, and all other laws, ordinances, and legal requirements affecting the work in Maine.

7.2 The Consultant shall include a wage determination document prepared by the Maine Department of Labor in the Contract Documents for state-funded contracts in excess of $50,000. The document shows the minimum wages required to be paid to each category of labor employed on the project.

7.3 On projects requiring a Maine wage determination, the Contractor shall submit monthly payroll records to the Owner ("the contracting agency") showing the name and occupation of all workers and all independent contractors employed on the project. The monthly submission must also include the Contractor's company name, the title of the project, hours worked, hourly rate or other method of remuneration, and the actual wages or other compensation paid to each person.

7.4 The Contractor shall not reveal, in the payroll records submitted to the Owner, personal information regarding workers and independent contractors, other than the information described above. Such information shall not include Social Security number, employee identification number, or employee address or phone number, for example.

7.5 The Contractor shall conform to Maine statute (39-A M.R.S. §105-A (6)) by providing to the Workers' Compensation Board a list of all subcontractors and independent contractors on the job site and a record of the entity to whom that subcontractor or independent contractor is directly contracted and by whom that subcontractor or independent contractor is insured for workers' compensation purposes.

7.6 The Contractor shall enforce strict discipline and good order among their employees at all times, and shall not employ any person unfit or unskilled to do the work assigned to them.

7.7 The Contractor shall promptly pay all employees when their compensation is due, shall promptly pay all others who have billed and are due for materials, supplies and services used in the Work, and shall promptly pay all others who have billed and are due for insurance, workers compensation coverage, federal and state unemployment compensation, and Social Security

charges pertaining to this Project. Before final payments are made, the Contractor shall furnish to the Owner affidavits that all such payments described above have been made.

7.8 The Contractor may contact the Maine Department of Labor, 54 State House Station, Augusta, Maine 04333 for guidance on labor issues.

7.9 The Contractor may contact the Maine Workers' Compensation Board, 27 State House Station, Augusta, Maine 04333 for guidance on workers' compensation issues.

8. Indemnification

8.1 The Contractor shall indemnify and hold harmless the Owner and its officers and employees from and against any and all damages, liabilities, and costs, including reasonable attorney's fees, and defense costs, for any and all injuries to persons or property, including claims for violation of intellectual property rights, to the extent caused by the negligent acts or omissions of the Contractor, its employees, agents, officers or subcontractors in the performance of work under this Agreement. The Contractor shall not be liable for claims to the extent caused by the negligent acts or omissions of the Owner or for actions taken in reasonable reliance on written instructions of the Owner.

8.2 The Contractor shall notify the Owner promptly of all claims arising out of the performance of work under this Agreement by the Contractor, its employees or agents, officers or subcontractors.

8.3 This indemnity provision shall survive the termination of the Agreement, completion of the project or the expiration of the term of the Agreement.

9. Insurance Requirements

9.1 The Contractor shall provide, with each original of the signed Contract, an insurance certificate or certificates acceptable to the Owner and BGS. The Contractor shall submit insurance certificates to the Owner and BGS at the commencement of this Contract and at policy renewal or revision dates. The certificates shall identify the project name and BGS project number, and shall name the Owner as certificate holder and as additional insured for general liability and automobile liability coverages. The submitted forms shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least ten days prior written notice by registered letter has been given to the Owner and BGS.

9.2 The Owner does not warrant or represent that the insurance required herein constitutes an insurance portfolio which adequately addresses all risks faced by the Contractor or its Subcontractors. The Contractor is responsible for the existence, extent and adequacy of insurance prior to commencement of work. The Contractor shall not allow any Subcontractor to commence work until all similar insurance required of the Subcontractor has been confirmed by the Contractor.

9.3 The Contractor shall procure and maintain primary insurance for the duration of the Project and, if written on a Claims-Made basis, shall also procure and maintain Extended Reporting Period (ERP) insurance for the period of time that any claims could be brought. The Contractor shall ensure that all Subcontractors they engage or employ will procure and maintain similar insurance

in form and amount acceptable to the Owner and BGS. At a minimum, the insurance shall be of the types and limits set forth herein protecting the Contractor from claims which may result from the Contractor's execution of the Work, whether such execution be by the Contractor or by those employed by the Contractor or by those for whose acts they may be liable. All required insurance coverages shall be placed with carriers authorized to conduct business in the State of Maine by the Maine Bureau of Insurance.

9.3.1 The Contractor shall have Workers' Compensation insurance for all employees on the Project site in accordance with the requirements of the Workers' Compensation law of the State of Maine. Minimum acceptable limits for Employer's Liability are:

Bodily Injury by Accident.....$500,000
Bodily Injury by Disease.....$500,000 Each Employee
Bodily Injury by Disease.....$500,000 Policy Limit

9.3.2 The Contractor shall have Commercial General Liability insurance providing coverage for bodily injury and property damage liability for all hazards of the Project including premise and operations, products and completed operations, contractual, and personal injury liabilities. The policy shall include collapse and underground coverage as well as explosion coverage if explosion hazards exist. Aggregate limits shall apply on a location or project basis. Minimum acceptable limits are:

General aggregate limit.....$2,000,000
Products and completed operations aggregate $1,000,000
Each occurrence limit.....$1,000,000
Personal injury aggregate.....$1,000,000

9.3.3 The Contractor shall have Automobile Liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership or use of all owned, non-owned and hired automobiles, trucks and trailers. Minimum acceptable limit is:

Any one accident or loss $500,000

9.3.4 For the portion of a project which is new construction, the Contractor shall procure and maintain Builder's Risk insurance naming the Owner, Contractor, and any Subcontractor as insureds as their interest may appear. Covered causes of loss form shall be all Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler leakage where sprinkler coverage is applicable. Unless specifically authorized in writing by the Owner, the limit of insurance shall not be less than the initial contract amount, for the portion of the project which is new construction, and coverage shall apply during the entire contract period and until the work is accepted by the Owner.

9.3.5 The Contractor shall have Owner's Protective Liability insurance for contract values $50,000 and above, naming the Owner as the Named Insured. Minimum acceptable limits are:

General aggregate limit.....$2,000,000
Each occurrence limit.....$1,000,000

10. Contract Bonds

10.1 When noted as required in the Bid Documents, the Contractor shall provide to the Owner a Performance Bond and a Payment Bond, or "contract bonds", upon execution of the contract. Each bond value shall be for the full amount of the contract and issued by a surety company authorized to do business in the State of Maine as approved by the Owner. The bonds shall be

executed on the forms furnished in the Bid Documents. The bonds shall allow for any subsequent additions or deductions of the contract.

10.2 The contract bonds shall continue in effect for one year after final acceptance of the contract to protect the Owner's interest in connection with the one year guarantee of workmanship and materials and to assure settlement of claims for the payment of all bills for labor, materials and equipment by the Contractor.

11. Patents and Royalties

11.1 The Contractor shall, for all time, secure for the Owner the free and undisputed right to the use of any patented articles or methods used in the Work. The expense of defending any suits for infringement or alleged infringement of such patents shall be borne by the Contractor. Awards made regarding patent suits shall be paid by the Contractor. The Contractor shall hold the Owner harmless regarding patent suits that may arise due to installations made by the Contractor, and to any awards made as a result of such suits.

11.2 Any royalty payments related to the work done by the Contractor for the Project shall be borne by the Contractor. The Contractor shall hold the Owner harmless regarding any royalty payments that may arise due to installations made by the Contractor.

12. Surveys, Layout of Work

12.1 The Owner shall furnish all property surveys unless otherwise specified.

12.2 The Contractor is responsible for correctly staking out the Work on the site. The Contractor shall employ a competent surveyor to position all construction on the site. The surveyor shall run the axis lines, establish correct datum points and check each line and point on the site to insure their accuracy. All such lines and points shall be carefully preserved throughout the construction.

12.3 The Contractor shall lay out all work from dimensions given on the Drawings. The Contractor shall take measurements and verify dimensions of any existing work that affects the Work or to which the Work is to be fitted. The Contractor is solely responsible for the accuracy of all measurements. The Contractor shall verify all grades, lines, levels, elevations and dimensions shown on the Drawings and report any errors or inconsistencies to the Consultant prior to commencing work.

13. Record of Documents

13.1 The Contractor shall maintain one complete set of Contract Documents on the jobsite, in good order and current status, for access by the Owner and Consultant.

13.2 The Contractor shall maintain, continuously updated, complete records of Requests for Information, Architectural Supplemental Instructions (or equivalent), Information Bulletins, supplemental sketches, Change Order Proposals, Change Orders, Shop Drawings, testing reports, et cetera, for access by the Owner and Consultant.

14. Allowances

14.1 The Contract Price shall include all allowances described in the Contract Documents. The Contractor shall include all overhead and profit necessary to implement each allowance in their Contract Price.

14.2 The Contractor shall not be required to employ parties for allowance work against whom the Contractor has a reasonable objection. In such a case, the Contractor shall notify the Owner in writing of their position and shall propose an alternative party to complete the work of the allowance.

15. Shop Drawings

15.1 The Contractor shall administer Shop Drawings prepared by the Contractor, Subcontractors, suppliers or others to conform to the approved Schedule of the Work. The Contractor shall verify all field measurements, check and authorize all Shop Drawings and schedules required by the Work. The Contractor is the responsible party and contact for the Contractor's work as well as that of Subcontractors, suppliers or others who provide Shop Drawings.

15.2 The Consultant shall review and acknowledge Shop Drawings, with reasonable promptness, for general conformity with the design concept of the project and compliance with the information provided in the Contract Documents.

15.3 The Contractor shall provide monthly updated logs containing: requests for information, information bulletins, supplemental instructions, supplemental sketches, change order proposals, change orders, submittals, testing and deficiencies.

15.4 The Contractor shall make any corrections required by the Consultant, and shall submit a quantity of corrected copies as may be needed. The acceptance of Shop Drawings or schedules by the Consultant shall not relieve the Contractor from responsibility for deviations from Drawings and Specifications, unless the Contractor has called such deviations to the attention of the Consultant at the time of submission and secured the Consultant’s written approval. The acceptance of Shop Drawings or schedules by the Consultant does not relieve the Contractor from responsibility for errors in Shop Drawings or schedules.

16. Samples

16.1 The Contractor shall furnish for approval, with reasonable promptness, all samples as directed by the Consultant. The Consultant shall review and approve such samples, with reasonable promptness, for general conformity with the design concept of the project and compliance with the information provided in the Contract Documents. The subsequent work shall be in accord with the approved samples.

17. Substitutions

17.1 The Contractor shall furnish items and materials described in the Contract Documents. If the item or material specified describes a proprietary product, or uses the name of a manufacturer, the term “or approved equal” shall be implied, if it is not included in the text. The specific item or material specified establishes a minimum standard for the general design, level of quality, type, function, durability, efficiency, reliability, compatibility, warranty coverage, installation factors

and required maintenance. The Drawing or written Specification shall not be construed to exclude other manufacturers products of comparable design, quality, and efficiency.

17.2 The Contractor may submit detailed information about a proposed substitution to the Consultant for consideration. Particular models of items and particular materials which the Contractor asserts to be equal to the items and materials identified in the Contract Documents shall be allowed only with written approval by the Consultant. The request for substitution shall include a cost comparison and a reason or reasons for the substitution.

17.3 The Consultant may request additional information about the proposed substitution. The approval or rejection of a proposed substitution may be based on timeliness of the request, source of the information, the considerations of minimum standards described above, or other considerations. The Consultant should briefly state the rationale for the decision. The decision shall be considered final.

17.4 The duration of a substitution review process can not be the basis for a claim for delay in the Schedule of the Work.

18. Assignment of Contract

18.1 The Contractor shall not assign or sublet the contract as a whole without the written consent of the Owner. The Contractor shall not assign any money due to the Contractor without the written consent of the Owner.

19. Separate Contracts

19.1 The Owner reserves the right to create other contracts in connection with this Project using similar General Conditions. The Contractor shall allow the Owner's other contractors reasonable opportunity for the delivery and storage of materials and the execution of their work. The Contractor shall coordinate and properly connect the Work of all contractors.

19.2 The Contractor shall promptly report to the Consultant and Owner any apparent deficiencies in work of the Owner's other contractors that impacts the proper execution or results of the Contractor. The Contractor’s failure to observe or report any deficiencies constitutes an acceptance of the Owner's other contractors work as suitable for the interface of the Contractor’s work, except for latent deficiencies in the Owner's other contractors work.

19.3 Similarly, the Contractor shall promptly report to the Consultant and Owner any apparent deficiencies in their own work that would impact the proper execution or results of the Owner's other contractors.

19.4 The Contractor shall report to the Consultant and Owner any conflicts or claims for damages with the Owner's other contractors and settle such conflicts or claims for damages by mutual agreement or arbitration, if necessary, at no expense to the Owner.

19.5 In the event the Owner's other contractors sue the Owner regarding any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense. The Contractor shall pay or satisfy any judgment that may arise against the Owner, and pay all other costs incurred.

20. Subcontracts

20.1 The Contractor shall not subcontract any part of this contract without the written permission of the Owner.

20.2 The Contractor shall submit a complete list of named Subcontractors and material suppliers to the Consultant and Owner for approval by the Owner prior to commencing work. The Subcontractors named shall be reputable companies of recognized standing with a record of satisfactory work.

20.3 The Contractor shall not employ any Subcontractor or use any material until they have been approved, or where there is reason to believe the resulting work will not comply with the Contract Documents.

20.4 The Contractor, not the Owner, is as fully responsible for the acts and omissions of Subcontractors and of persons employed by them, as the Contractor is for the acts and omissions of persons directly or indirectly employed by the Contractor.

20.5 Neither the Contract Documents nor any Contractor-Subcontractor contract shall indicate, infer or create any direct contractual relationship between any Subcontractor and the Owner.

21. Contractor-Subcontractor Relationship

21.1 The Contractor shall be bound to the Subcontractor by all the obligations in the Contract Documents that bind the Contractor to the Owner.

21.2 The Contractor shall pay the Subcontractor, in proportion to the dollar value of the work completed and requisitioned by the Subcontractor, the approved dollar amount allowed to the Contractor no more than seven days after receipt of payment from the Owner.

21.3 The Contractor shall pay the Subcontractor accordingly if the Contract Documents or the subcontract provide for earlier or larger payments than described in the provision above.

21.4 The Contractor shall pay the Subcontractor for completed and requisitioned subcontract work, less retainage, no more than seven days after receipt of payment from the Owner for the Contractor's approved Requisition for Payment, even if the Consultant fails to certify a portion of the Requisition for Payment for a cause not the fault of the Subcontractor.

21.5 The Contractor shall not make a claim for liquidated damages or penalty for delay in any amount in excess of amounts that are specified by the subcontract.

21.6 The Contractor shall not make a claim for services rendered or materials furnished by the Subcontractor unless written notice is given by the Contractor to the Subcontractor within ten calendar days of the day in which the claim originated.

21.7 The Contractor shall give the Subcontractor an opportunity to present and to submit evidence in any progress conference or disputes involving subcontract work.

21.8 The Contractor shall pay the Subcontractor a just share of any fire insurance payment received by the Contractor.

21.9 The Subcontractor shall be bound to the Contractor by the terms of the Contract Documents and assumes toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner.

21.10 The Subcontractor shall submit applications for payment to the Contractor in such reasonable time as to enable the Contractor to apply for payment as specified.

21.11 The Subcontractor shall make any claims for extra cost, extensions of time or damages, to the Contractor in the manner provided in these General Conditions for like claims by the Contractor to the Owner, except that the time for the Subcontractor to make claims for extra cost is seven calendar days after the receipt of Consultant's instructions.

22. Supervision of the Work

22.1 During all stages of the Work the Contractor shall have a competent superintendent, with any necessary assistant superintendents, overseeing the project. The superintendent shall not be reassigned without the consent of the Owner unless a superintendent ceases to be employed by the Contractor due to unsatisfactory performance.

22.2 The superintendent represents the Contractor on the jobsite. Directives given by the Consultant or Owner to the superintendent shall be as binding as if given directly to the Contractor's main office. All important directives shall be confirmed in writing to the Contractor. The Consultant and Owner are not responsible for the acts or omissions of the superintendent or assistant superintendents.

22.3 The Contractor shall provide supervision of the Work equal to the industry's highest standard of care. The superintendent shall carefully study and compare all Contract Documents and promptly report any error, inconsistency or omission discovered to the Consultant. The Contractor may not necessarily be held liable for damages resulting directly from any error, inconsistency or omission in the Contract Documents or other instructions by the Consultant that was not revealed by the superintendent in a timely way.

23. Observation of the Work

23.1 The Contractor shall allow the Owner, the Consultant and the Bureau continuous access to the site for the purpose of observation of the progress of the work. All necessary safeguards and accommodations for such observations shall be provided by the Contractor.

23.2 The Contractor shall coordinate all required testing, approval or demonstration of the Work. The Contractor shall give sufficient notice to the appropriate parties of readiness for testing, inspection or examination.

23.3 The Contractor shall schedule inspections and obtain all required certificates of inspection for inspections by a party other than the Consultant.

23.4 The Consultant shall make all scheduled observations promptly, prior to the work being concealed or buried by the Contractor. If approval of the Work is required of the Consultant, the Contractor shall notify the Consultant of the construction schedule in this regard. Work concealed or buried prior to the Consultant's approval may need to be uncovered at the Contractor's expense.

23.5 The Consultant may order reexamination of questioned work, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to conform to the Contract Documents, the Owner shall pay the expense of the reexamination and remedial work. If the work is found to not conform to the Contract Documents, the Contractor shall pay the expense, unless the defect in the work was caused by the Owner's Contractor, whose responsibility the reexamination expense becomes.

23.6 The Bureau shall periodically observe the Work during the course of construction and make recommendations to the Contractor or Consultant as necessary. Such recommendations shall be considered and implemented through the usual means for changes to the Work.

24. Consultant's Status

24.1 The Consultant represents the Owner during the construction period, and observes the work in progress on behalf of the Owner. The Consultant has authority to act on behalf of the Owner only to the extent expressly provided by the Contract Documents or otherwise demonstrated to the Contractor. The Consultant has authority to stop the work whenever such an action is necessary, in the Consultant's reasonable opinion, to ensure the proper execution of the contract.

24.2 The Consultant is the interpreter of the conditions of the contract and the judge of its performance. The Consultant shall favor neither the Owner nor the Contractor, but shall use the Consultant's powers under the contract to enforce faithful performance by both parties.

24.3 In the event of the termination of the Consultant's employment on the project prior to completion of the work, the Owner shall appoint a capable and reputable replacement. The status of the new Consultant relative to this contract shall be that of the former Consultant.

25. Management of the Premises

25.1 The Contractor shall place equipment and materials, and conduct activities on the premises in a manner that does not unreasonably hinder site circulation, environmental stability, or any long term effect. Likewise, the Consultant's directions shall not cause the use of premises to be impeded for the Contractor or Owner.

25.2 The Contractor shall not use the premises for any purpose other than that which is directly related to the scope of work. The Owner shall not use the premises for any purpose incompatible with the proposed work simultaneous to the work of the Contractor.

25.3 The Contractor shall enforce the Consultant's instructions regarding information posted on the premises such as signage and advertisements, as well as activities conducted on the premises such as fires, and smoking.

25.4 The Owner may occupy any part of the Project that is completed with the written consent of the Contractor, and without prejudice to any of the rights of the Owner or Contractor. Such use or occupancy shall not, in and of itself, be construed as a final acceptance of any work or materials.

26. Safety and Security of the Premises

26.1 The Contractor shall designate, and make known to the Consultant and the Owner, a safety officer whose duty is the prevention of accidents on the site.

26.2 The Contractor shall continuously maintain security on the premises and protect from unreasonable occasion of injury all people authorized to be on the job site. The Contractor shall also effectively protect the property and adjacent properties from damage or loss.

26.3 The Contractor shall take all necessary precautions to ensure the safety of workers and others on and adjacent to the site, abiding by applicable local, state and federal safety regulations. The Contractor shall erect and continuously maintain safeguards for the protection of workers and others, and shall post signs and other warnings regarding hazards associated with the construction process, such as protruding fasteners, moving equipment, trenches and holes, scaffolding, window, door or stair openings, and falling materials.

26.4 The Contractor shall restore the premises to conditions that existed prior to the start of the project at areas not intended to be altered according to the Contract Documents.

26.5 The Contractor shall protect existing utilities and exercise care working in the vicinity of utilities shown in the Drawings and Specifications or otherwise located by the Contractor.

26.6 The Contractor shall protect from damage existing trees and other significant plantings and landscape features of the site which will remain a permanent part of the site. If necessary or indicated in the Contract Documents, tree trunks shall be boxed and barriers erected to prevent damage to tree branches or roots.

26.7 The Contractor shall repair or replace damage to the Work caused by the Contractor's or Subcontractor's forces, including that which is reasonably protected, at the expense of the responsible party.

26.8 The Contractor shall not load, or allow to be loaded, any part of the Project with a force which imperils personal or structural safety. The Consultant may consult with the Contractor on such means and methods of construction, however, the ultimate responsibility lies with the Contractor.

26.9 The Contractor shall not jeopardize any work in place with subsequent construction activities such as blasting, drilling, excavating, cutting, patching or altering work. The Consultant must approve altering any structural components of the project. The Contractor shall supervise all construction activities carried out by others on site to ensure that the work is neatly done and in a manner that will not endanger the structure or the component parts.

26.10 The Contractor may act with their sole discretion in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Contractor may negotiate with the Owner for compensation for expenses due to such emergency work.

26.11 The Contractor and Subcontractors shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site. The Contractor shall avoid disruption of any hazardous materials or toxic substances at the project site and promptly notify the Owner in writing on the occasion of such a discovery.

26.12 The Contractor shall keep the premises free of any unsafe accumulation of waste materials caused by the work. The Contractor shall regularly keep the spaces "broom clean". See the Close-out of the Work provisions of this section regarding cleaning at the completion of the project.

27. Changes in the Work

27.1 The Contractor shall not proceed with extra work without an approved Change Order or Construction Change Directive. A Change Order which has been properly signed by all parties shall become a part of the contract.

27.2 A Change Order is the usual document for directing changes in the Work. In certain circumstances, however, the Owner may utilize a Construction Change Directive to direct the Contractor to perform changes in the Work that are generally consistent with the scope of the project. The Owner shall use a Construction Change Directive only when the normal process for approving changes to the Work has failed to the detriment of the Project, or when agreement on the terms of a Change Order cannot be met, or when an urgent situation requires, in the Owner's judgment, prompt action by the Contractor.

27.3 The Consultant shall prepare the Construction Change Directive representing a complete scope of work, with proposed Contract Price and Contract Time revisions, if any, clearly stated.

27.4 The Contractor shall promptly carry out a Construction Change Directive which has been signed by the Owner and the Consultant. Work thus completed by the Contractor constitutes the basis for a Change Order. Changes in the Contract Price and Contract Time shall be as defined in the Construction Change Directive unless subsequently negotiated with some other terms.

27.5 The method of determining the dollar value of extra work shall be by:
- .1 an estimate of the Contractor accepted by Owner as a lump sum, or
- .2 unit prices named in the contract or subsequently agreed upon, or
- .3 cost plus a designated percentage, or
- .4 cost plus a fixed fee.

27.6 The Contractor shall determine the dollar value of the extra work for both the lump sum and cost plus designated percentage methods so as not to exceed the following rates. The rates include all overhead and profit expenses.
- .1 Contractor - for any work performed by the Contractor's own forces, up to 20% of the cost;
- .2 Subcontractor - for work performed by Subcontractor's own forces, up to 20% of the cost;
- .3 Contractor - for work performed by Contractor's Subcontractor, up to 10% of the amount due the Subcontractor.

27.7 The Contractor shall keep and provide records as needed or directed for the cost plus designated percentage method. The Consultant shall review and certify the appropriate amount which

includes the Contractor's overhead and profit. The Owner shall make payments based on the Consultant's certificate.

27.8 Cost reflected in Change Orders shall be limited to the following: cost of materials, cost of delivery, cost of labor (including Social Security, pension, Workers' Compensation insurance, and unemployment insurance), and cost of rental of power tools and equipment. Labor cost may include a pro-ratio share of a foreman's time only in the case of an extension of contract time granted due to the Change Order.

27.9 Overhead reflected in Change Orders shall be limited to the following: bond premium, supervision, wages of clerks, time keepers, and watchmen, small tools, incidental expenses, general office expenses, and all other overhead expenses directly related to the Change Order.

27.10 The Contractor shall provide credit to the Owner for labor, materials, equipment and other costs but not overhead and profit expenses for those Change Order items that result in a net value of credit to the contract.

27.11 The Owner may change the scope of work of the Project without invalidating the contract. The Owner shall notify the Contractor of a change of the scope of work for the Owner's Contractors, which may affect the work of this Contractor, without invalidating the contract. Change Orders for extension of the time caused by such changes shall be developed at the time of directing the change in scope of work.

27.12 The Consultant may order minor changes in the Work, not involving extra cost, which is consistent with the intent of the design or project.

27.13 The Contractor shall immediately give written notification to the Consultant of latent conditions discovered at the site which materially differ from those represented in the Drawings or Specifications, and which may eventually result in a change in the scope of work. The Contractor shall suspend work until receiving direction from the Consultant. The Consultant shall promptly investigate the conditions and respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Consultant shall determine if the discovered conditions warrant a Change Order.

27.14 The Contractor shall, within ten calendar days of receipt of the information, give written notification to the Consultant if the Contractor claims that instructions by the Consultant will constitute extra cost not accounted for by Change Order or otherwise under the contract. The Consultant shall promptly respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Consultant shall determine if the Contractor's claim warrants a Change Order.

28. Correction of the Work

28.1 The Contractor shall promptly remove from the premises all work the Consultant declares is non-conforming to the contract. The Contractor shall replace the work properly at no expense to the Owner. The Contractor is also responsible for the expenses of others whose work was damaged or destroyed by such remedial work.

28.2 The Owner may elect to remove non-conforming work if it is not removed by the Contractor within a reasonable time, that time defined in a written notice from the Consultant. The Owner may elect to store removed non-conforming work not removed by the Contractor at the Contractor's expense. The Owner may, with ten days written notice, dispose of materials which the Contractor does not remove. The Owner may sell the materials and apply the net proceeds, after deducting all expenses, to the costs that should have been borne by the Contractor.

28.3 The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any related damage to other work which appears within a period of one year from the date of substantial completion, and in accord with the terms of any guarantees provided in the contract. The Owner shall promptly give notice of observed defects to the Contractor and Consultant. The Consultant shall determine the status of all claimed defects. The Contractor shall perform all remedial work without unjustifiable delay in either the initial response or the corrective action.

28.4 The Consultant may authorize, after a reasonable notification to the Contractor, an equitable deduction from the contract amount in lieu of the Contractor correcting non-conforming or defective work.

29. Owner's Right to do Work

29.1 The Owner may, using other contractors, correct deficiencies attributable to the Contractor, or complete unfinished work. Such action shall take place only after giving the Contractor three days written notice, and provided the Consultant approves of the proposed course of action as an appropriate remedy. The Owner may then deduct the cost of the remedial work from the amount due the Contractor.

29.2 The Owner may act with their sole discretion when the Contractor is unable to take action in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Owner shall inform the Contractor of the emergency work performed, particularly where it may affect the work of the Contractor.

30. Termination of Contract and Stop Work Action

30.1 The Owner may, owing to a certificate of the Consultant indicating that sufficient cause exists to justify such action, without prejudice to any other right or remedy and after giving the Contractor and the Contractor’s surety seven days written notice, terminate the employment of the Contractor. At that time the Owner may take possession of the premises and of all materials,

tools and appliances on the premises and finish the work by whatever method the Owner may deem expedient. Cause for such action by the Owner includes:

.1 the contractor is adjudged bankrupt, or makes a general assignment for the benefit of its creditors, or

.2 a receiver is appointed due to the Contractor's insolvency, or

.3 the Contractor persistently or repeatedly refuses or fails to provide enough properly skilled workers or proper materials, or

.4 the Contractor fails to make prompt payment to Subcontractors or suppliers of materials or labor, or

.5 the Contractor persistently disregards laws, ordinances or the instructions of the Consultant, or is otherwise found guilty of a substantial violation of a provision of the Contract Documents.

30.2 The Contractor is not entitled, as a consequence of the termination of the employment of the Contractor as described above, to receive any further payment until the Work is finished. If the unpaid balance of the contract amount exceeds the expense of finishing the Work, including compensation for additional architectural, managerial and administrative services, such balance shall be paid to the Contractor. If the expense of finishing the Work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner. The Consultant shall certify the expense incurred by the Contractor's default. This obligation for payment shall continue to exist after termination of the contract.

30.3 The Contractor may, if the Work is stopped by order of any court or other public authority for a period of thirty consecutive days, and through no act or fault of the Contractor or of anyone employed by the Contractor, with seven days written notice to the Owner and the Consultant, terminate this contract. The Contractor may then recover from the Owner payment for all work executed, any proven loss and reasonable profit and damage.

30.4 The Contractor may, if the Consultant fails to issue a certificate for payment within seven days after the Contractor's formal request for payment, through no fault of the Contractor, or if the Owner fails to pay to the Contractor within 30 days after submission of any sum certified by the Consultant, with seven days written notice to the Owner and the Consultant, stop the Work or terminate this Contract.

31. Delays and Extension of Time

31.1 The completion date of the contract shall be extended if the work is delayed by changes ordered in the work which have approved time extensions, or by an act or neglect of the Owner, the Consultant, or the Owner's Contractor, or by strikes, lockouts, fire, flooding, unusual delay in transportation, unavoidable casualties, or by other causes beyond the Contractor's control. The Consultant shall determine the status of all claimed causes.

31.2 The contract shall not be extended for delay occurring more than seven calendar days before the Contractor's claim made in writing to the Consultant. In case of a continuing cause of delay, only one claim is necessary.

31.3 The contract shall not be extended due to failure of the Consultant to furnish drawings if no schedule or agreement is made between the Contractor and the Consultant indicating the dates

which drawings shall be furnished and fourteen calendar days has passed after said date for such drawings.

31.4 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Document.

32. Payments to the Contractor

32.1 As noted under *Preconstruction Conference* in this section, the Contractor shall submit a Schedule of Values form, before the first application for payment, for approval by the Owner and Consultant. The Consultant may direct the Contractor to provide evidence that supports the correctness of the form. The approved Schedule of Values shall be used as a basis for payments.

32.2 The Contractor shall submit an application for each payment ("Requisition for Payment") on a form approved by the Owner and Consultant. The Consultant may require receipts or other documents showing the Contractor's payments for materials and labor, including payments to Subcontractors.

32.3 The Contractor shall submit Requisitions for Payment as the work progresses not more frequently than once each month, unless the Owner approves a more frequent interval due to unusual circumstances. The Requisition for Payment is based on the proportionate quantities of the various classes of work completed or incorporated in the Work, in agreement with the actual progress of the Work and the dollar value indicated in the Schedule of Values.

32.4 The Consultant shall verify and certify each Requisition for Payment which appears to be complete and correct prior to payment being made by the Owner. The Consultant may certify an appropriate amount for materials not incorporated in the Work which have been delivered and suitably stored at the site. The Contractor shall submit bills of sale, insurance certificates, or other such documents that will adequately protect the Owner's interests prior to payments being certified.

32.5 In the event any materials delivered but not yet incorporated in the Work have been included in a certified Requisition for Payment with payment made, and said materials thereafter are damaged, deteriorated or destroyed, or for any reason whatsoever become unsuitable or unavailable for use in the Work, the full amount previously allowed shall be deducted from subsequent payments unless the Contractor satisfactorily replaces said material.

32.6 The Contractor may request certification of an appropriate dollar amount for materials not incorporated in the Work which have been delivered and suitably stored away from the site. The Contractor shall submit bills of sale, insurance certificates, right-of-entry documents or other such documents that will adequately protect the Owner's interests. The Consultant shall determine if the Contractor's documentation for the materials is complete and specifically designated for the Project. The Owner may allow certification of such payments.

32.7 Subcontractors may request, and shall receive from the Consultant, copies of approved Requisitions for Payment showing the amounts certified in the Schedule of Values.

32.8 Certified Requisitions for Payment, payments made to the Contractor, or partial or entire occupancy of the project by the Owner shall not constitute an acceptance of any work that does

not conform to the Contract Documents. The making and acceptance of the final payment constitutes a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work or materials appearing within one year from final payment or from requirements of the Drawings and Specifications, and of all claims by the Contractor, except those previously made and still unsettled.

33. Payments Withheld

33.1 The Owner shall retain five percent of each payment due the Contractor as part security for the fulfillment of the contract by the Contractor. The Owner may make payment of a portion of this "retainage" to the Contractor temporarily or permanently during the progress of the Work. The Owner may thereafter withhold further payments until the full amount of the five percent is reestablished. The Contractor may deposit with the Maine State Treasurer certain securities in place of retainage amounts due according to Maine Statute (5 M.R.S. §1746).

33.2 The Consultant may withhold or nullify the whole or a portion of any Requisitions for Payment submitted by the Contractor in the amount that may be necessary, in his reasonable opinion, to protect the Owner from loss due to any of the following:

.1 defective work not remedied;
.2 claims filed or reasonable evidence indicating probable filing of claims;
.3 failure to make payments properly to Subcontractors or suppliers;
.4 a reasonable doubt that the contract can be completed for the balance then unpaid;
.5 liability for damage to another contractor.

The Owner shall make payment to the Contractor, in the amount withheld, when the above circumstances are removed.

34. Liens

34.1 The Contractor shall deliver to the Owner a complete release of all liens arising out of this contract before the final payment or any part of the retainage payment is released. The Contractor shall provide with the release of liens an affidavit asserting each release includes all labor and materials for which a lien could be filed. Alternately, the Contractor, in the event any Subcontractor or supplier refuses to furnish a release of lien in full, may furnish a bond satisfactory to the Owner, to indemnify the Owner against any lien.

34.2 In the event any lien remains unsatisfied after all payments to the Contractor are made by the Owner, the Contractor shall refund to the Owner all money that the latter may be compelled to pay in discharging such lien, including all cost and reasonable attorney's fees.

35. Workmanship

35.1 The Contractor shall provide materials, equipment, and installed work equal to or better than the quality specified in the Contract Documents and approved in submittal and sample. The installation methods shall be of the highest standards, and the best obtainable from the respective trades. The Consultant's decision on the quality of work shall be final.

35.2 The Contractor shall know local labor conditions for skilled and unskilled labor in order to apply the labor appropriately to the Work. All labor shall be performed by individuals well skilled in their respective trades.

35.3 The Contractor shall perform all cutting, fitting, patching and placing of work in such a manner to allow subsequent work to fit properly, whether that be by the Contractor, the Owner's Contractors or others. The Owner and Consultant may advise the Contractor regarding such subsequent work. Notwithstanding the notification or knowledge of such subsequent work, the Contractor may be directed to comply with this standard of compatible construction by the Consultant at the Contractor's expense.

35.4 The Contractor shall request clarification or revision of any design work by the Consultant, prior to commencing that work, in a circumstance where the Contractor believes the work cannot feasibly be completed at the highest quality, or as indicated in the Contract Documents. The Consultant shall respond to such requests in a timely way, providing clarifying information, a feasible revision, or instruction allowing a reduced quality of work. The Contractor shall follow the direction of the Consultant regarding the required request for information.

35.5 The Contractor shall guarantee the Work against any defects in workmanship and materials for a period of one year commencing with the date of the Certificate of Substantial Completion, unless specified otherwise for specific elements of the project. The Work may also be subdivided in mutually agreed upon components, each defined by a separate Certificate of Substantial Completion.

36. Close-out of the Work

36.1 The Contractor shall remove from the premises all waste materials caused by the work. The Contractor shall make the spaces “broom clean” unless a more thorough cleaning is specified. The Contractor shall clean all windows and glass immediately prior to the final inspection, unless otherwise directed.

36.2 The Owner may conduct the cleaning of the premises where the Contractor, duly notified by the Consultant, fails to adequately complete the task. The expense of this cleaning may be deducted from the sum due to the Contractor.

36.3 The Contractor shall participate in all final inspections and acknowledge the documentation of unsatisfactory work, customarily called the "punch list", to be corrected by the Contractor. The Consultant shall document the successful completion of the Work in a dated Certificate of Substantial Completion, to be signed by Owner, Consultant, and Contractor.

36.4 The Contractor shall not call for final inspection of any portion of the Work that is not completely and permanently installed. The Contractor may be found liable for the expenses of individuals called to final inspection meetings prematurely.

36.5 The Contractor and all major Subcontractors shall participate in the end-of-warranty-period conference, typically scheduled close to one year after the Substantial Completion date.

37. Date of Completion and Liquidated Damages

37.1 The Contractor may make a written request to the Owner for an extension or reduction of time, if necessary. The request shall include the reasons the Contractor believes justifies the proposed completion date. The Owner may grant the revision of the contract completion date if the Work was delayed due to conditions beyond the control and the responsibility of the Contractor. The Contractor shall not conduct unauthorized accelerated work or file delay claims to recover alleged damages for unauthorized early completion.

37.2 The Contractor shall vigorously pursue the completion of the Work and notify the Owner of any factors that have, may, or will affect the approved Schedule of the Work. The Contractor may be found responsible for expenses of the Owner or Consultant if the Contractor fails to make notification of project delays.

37.3 The Project is planned to be done in an orderly fashion which allows for an iterative submittal review process, construction administration including minor changes in the Work and some bad weather. The Contractor shall not file delay claims to recover alleged damages on work the Consultant determines has followed the expected rate of progress.

37.4 The Consultant shall prepare the Certificate of Substantial Completion which, when signed by the Owner and the Contractor, documents the date of Substantial Completion of the Work or a designated portion of the Work. The Owner shall not consider the issuance of a Certificate of Occupancy by an outside authority a prerequisite for Substantial Completion if the Certificate of Occupancy cannot be obtained due to factors beyond the Contractor's control.

37.5 Liquidated Damages may be deducted from the sum due to the Contractor for each calendar day that the Work remains uncompleted after the completion date specified in the Contract or an approved amended completion date. The dollar amount per day shall be calculated using the Schedule of Liquidated Damages table shown below.

If the original contract amount is:	The per day Liquidated Damages shall be:
Less than $100,000	$250
$100,000 to less than $2,000,000	$750
$2,000,000 to less than $10,000,000	$1,500
$10,000,000 and greater	$1,500 plus $250 for each $2,000,000 over $10,000,000

38. Dispute Resolution

38.1 Mediation

38.1.1 A dispute between the parties which arises under this Contract which cannot be resolved through informal negotiation, shall be submitted to a neutral mediator jointly selected by the parties.

38.1.2 Either party may file suit before or during mediation if the party, in good faith, deems it to be necessary to avoid losing the right to sue due to a statute of limitations. If suit is filed before good faith mediation efforts are completed, the party filing suit shall agree to stay all proceedings in the lawsuit pending completion of the mediation process, provided such stay is without prejudice.

38.1.3 In any mediation between the Owner and the Consultant, the Owner has the right to consolidate related claims between Owner and Contractor.

38.2 Arbitration

38.2.1 If the dispute is not resolved through mediation, the dispute shall be settled by arbitration. The arbitration shall be conducted before a panel of three arbitrators. Each party shall select one arbitrator; the third arbitrator shall be appointed by the arbitrators selected by the parties. The arbitration shall be conducted in accordance with the Maine Uniform Arbitration Act (MUAA), except as otherwise provided in this section.

38.2.2 The decision of the arbitrators shall be final and binding upon all parties. The decision may be entered in court as provided in the MUAA.

38.2.3 The costs of the arbitration, including the arbitrators' fees shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise.

38.2.4 In any arbitration between the Owner and the Consultant, the Owner has the right to consolidate related claims between Owner and Contractor.

THIS DOCUMENT MUST BE CLEARLY POSTED AT ALL CONSTRUCTION SITES FUNDED IN PART WITH STATE FUNDS

State of Maine
Department of Labor
Bureau of Labor Standards
Augusta, Maine 04333-0045
Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRS §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid to laborers and workers employed on the below titled project.

2022 Fair Minimum Wage Rates
Heavy & Bridge Kennebec County

Occupational Title	Minimum Wage	Minimum Benefit	Total
Carpenter	$29.00	$5.33	$34.33
Cement Masons And Concrete Finisher	$20.04	$1.02	$21.06
Commercial Divers	$28.00	$0.48	$28.48
Construction And Maintenance Painters	$65.00	$31.25	$96.25
Construction Laborer	$21.00	$2.36	$23.36
Conveyor Operators And Tenders	$16.50	$0.00	$16.50
Crane And Tower Operators	$30.00	$7.42	$37.42
Crushing Grinding And Polishing Machine Operators	$21.00	$4.38	$25.38
Earth Drillers - Except Oil And Gas	$23.25	$5.53	$28.78
Electrical Power - Line Installer And Repairers	$43.55	$23.26	$66.81
Electricians	$29.63	$14.80	$44.43
Excavating And Loading Machine And Dragline Operators	$28.00	$4.44	$32.44
Flaggers	$21.00	$0.65	$21.65
Heating And Air Conditioning And Refrigeration Mechanics And Installers	$26.33	$4.06	$30.39
Heavy And Tractor - Trailer Truck Drivers	$23.00	$3.60	$26.60
Highway Maintenance Workers	$21.66	$3.22	$24.88
Industrial Machinery Mechanics	$30.00	$7.45	$37.45
Industrial Truck And Tractor Operators	$24.00	$5.61	$29.61
Ironworker - Ornamental	$25.00	$3.32	$28.32
Light Truck Or Delivery Services Drivers	$24.50	$6.23	$30.73
Millwrights	$32.28	$22.86	$55.14
Mobile Heavy Equipment Mechanics - Except Engines	$29.75	$7.69	$37.44
Operating Engineers And Other Equipment Operators	$34.82	$32.39	$67.21
Paving Surfacing And Tamping Equipment Operators	$35.11	$2.28	$37.39
Pile-Driver Operators	$30.54	$8.93	$39.47
Pipelayers	$28.50	$7.20	$35.70
Plumbers Pipe Fitters And Steamfitters	$32.86	$18.00	$50.86
Radio Cellular And Tower Equipment Installers	$27.00	$0.00	$27.00
Reinforcing Iron And Rebar Workers	$34.83	$14.47	$49.30
Riggers	$25.25	$9.62	$34.87
Sheet Metal Workers	$24.00	$5.48	$29.48
Structural Iron And Steel Workers	$26.97	$4.50	$31.47
Telecommunications Line Installers And Repairers	$24.00	$3.88	$27.88

Welders are classified as the trade to which welding is incidental (e.g. welding structural steel is Structural Iron and Steel Worker)

Apprentices – The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

For any other specific trade on this project not listed above, contact the Bureau of Labor Standards for further clarification.

Title 26 §1310 requires that a clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed on the construction on the public work must be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor subject to sections 1304 to 1313.

Appeal – Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates.

A true copy

Attest: Scott R. Cotnoir
Scott R. Cotnoir
Wage & Hour Director
Bureau of Labor Standards

Expiration Date: 12-31-2022

DIVISION 01

SECTION 01 11 00
SUMMARY OF WORK

General:

The work items cover the extent and character of the work. The Contractor shall complete any partially described work items, if any, to perform the functions intended.

Minor adjustments to the lines and grades may be made by the Owner to provide a better completed installation and such changes shall not be considered subject to extra charges.

Construction traffic shall obey speed limits and be considerate of area property owners.

Summary of Work:

The Annabessacook Lake Boating Facility project shall include, but not be limited to the following:

1. Installation of erosion control measures. A silt barrier shall be installed along the downgradient perimeter of all disturbed areas. The installation of a turbidity curtain will be required during work on the launch ramp.

2. Clearing and grubbing, common excavation, installation of gravel base, ditching, storm drainage system, hot mix asphalt paving, concrete curb, installation of precast concrete planks, cast in-place concrete abutments and miscellaneous work items.

3. Installation of grassed underdrained soil filters.

4. Site preparation of the parking lots and the areas around the boat launch to facilitate construction and storage of materials.

5. The construction of a 24-foot-wide trailered launch ramp built of precast concrete planks over crushed stone base materials, held in-place by geotextiles, and riprap. The ramps shall include the installation of 6’ wide planks next to each concrete abutment. The precast concrete planks and hardware will be provided by the Owner. The Contractor shall load, and transport the planks from the Owner’s facility in Augusta. A cast-in-place concrete abutment is to be installed to connect floats supplied by others.

6. Accessible parking signs (18" x 24”) shall be installed as shown on the plans. The white ADA symbols shall be painted on the pavement with a blue background as shown on the plans, as well as the 4" white lines delineating the accessible walkways and parking stalls.

7. Apply Erosion Control Mix (ECM) to all disturbed areas.

8. Install the new yardarm sign posts and signs (provided by the Owner) at the site entrance.

9. All granular materials/aggregates and hot mix asphalt pavement shall conform to MaineDOT Standard Specifications, (latest revision) unless otherwise noted on the construction drawings. The placement and compaction shall be in accordance with these specifications.

10. Woven geotextile shall be installed over subgrade wherever unsuitable material is encountered or where shown on plans. Geotextile shall be Mirafi 600x or approved equal.

11. It is the Contractor's responsibility to control dust within the project area.

12. Removal of boulders smaller than 10 cu. yd. will be an incidental item. Boulders shall be moved out of the work area or removed from the site. Any boulders within the lake shall be relocated from the work area, but not removed from the water.

13. Ledge removal is not anticipated. There is not a pay item for ledge removal; however, ledge is not considered an incidental item. If ledge is encountered, it will be addressed at that time.

14. The selected contractor shall provide a spill prevention plan submittal for review and approval prior to the start of construction.

15. Incidental work will include, but not be limited to:

    a) Barricades to restrict use of the ramp during periods when work is not taking place.

    b) Providing all items necessary to result in a complete and functioning project, even if not specified. Materials not specified, but necessary, shall be of the Contractor’s choice for no additional cost to the Owner.

END OF SECTION

SECTION 01 33 23

CONTRACTOR FURNISHED SHOP DRAWINGS/SUBMITTALS

PART 1 - GENERAL

1.1 Description:

A. Work Included:
   1. Submit to the Engineer, Shop Drawings, Operation and Maintenance Manuals, Manufacturer's Certificates, Project Data, and Samples required by the Specification Sections.

1.2 Shop Drawings/Submittals:

A. Promptly after the signing of the Agreement and in no case later than 15 days thereafter, the Contractor shall submit to the Engineer a complete list of the drawings which will be submitted for review in accordance with this specification. The drawing number, title, proposed submission date and actual submission date shall be given for each drawing.

B. The Contractor shall submit to the Engineer a minimum of six (6) copies of shop drawings and approved data.

C. The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

D. No material or equipment shall be purchased or fabricated especially for the Contract until the required shop and working drawings have been submitted as hereinabove provided and reviewed for conformance to the Contract requirements. All such materials and equipment and the work involved in their installation or incorporation into the Work shall then be as shown in and represented by said drawings.

E. If a shop drawing shows any deviation from the Contract requirements, the Contractor shall make specific mention of the deviations in his letter of transmittal.

F. Should the Contractor submit equipment that requires modifications to the structures, piping, electrical conduit, wires and appurtenances, layout, etc., detailed on the Drawings, he shall also submit details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications.

G. A maximum of two submissions of each Shop Drawing will be reviewed, checked, and commented upon without charge to the Contractor. Any additional submissions which are ordered by the Engineer to fulfill the stipulations of the Drawings and Specifications, and which are required by virtue of the Contractor's neglect or failure to comply with the requirements of the Drawings and Specifications, or to make those modifications and/or corrections ordered by the Engineer in the review of the first two submissions of each Shop Drawing, will be reviewed and checked as deemed necessary by the Engineer, and the cost of such review and checking, as determined by the Owner, and based upon Engineer's documentation of time and rates established for additional services in the Owner-Engineer Agreement for this Project, may be deducted from the Contractor to make all modifications and/or corrections as may be required by the Engineer in an accurate, complete, and timely fashion.

H. The Contractor shall check all shop drawings prior to submittal to the Engineer for compliance with the Contract Drawings and Specifications. All shop drawings shall bear the Contractor's stamp indicating that they have been so checked. All shop drawings of equipment shall bear the seal of certification of the vendor and/or manufacturer.

I. The Engineer will review the shop drawings and return three (3) copies of each marked, NO EXCEPTIONS TAKEN, MAKE CORRECTIONS INDICATED, or CONDITIONAL TO TRANSMITTAL LETTER, with further directions to REVISE AND RESUBMIT, or REJECTED - SEE REMARKS.

J. If the shop drawing is returned to the Contractor stamped NO EXCEPTIONS TAKEN, he may immediately proceed with the work. If the shop drawing is returned to the Contractor stamped MAKE CORRECTIONS INDICATED, he may proceed with the work taking into account the corrections noted on the shop drawing. However, corrected drawings shall be submitted to the Engineer for information within fourteen (14) days after receipt of drawings stamped MAKE CORRECTIONS INDICATED.

K. If the shop drawing is returned to the Contractor stamped MAKE CORRECTIONS INDICATED and REVISE AND RESUBMIT, he shall not proceed with the work but shall make the corrections and resubmit the revised shop drawing to the Engineer for review.

1.3 **Submission Requirements**:

A. Accompany submittals with transmittal letter, containing:
   1. Date
   2. Project title and number
   3. Contractor's name and address
   4. The number of each Shop Drawing, Project Data, and Sample submitted.
   5. Notification of deviations from Contract Documents.
   6. Other pertinent data.

B. Submittals shall include:
   1. Date and revision dates.
   2. Project title and number.
   3. The names of:
      a. Engineer
      b. Contractor
      c. Subcontractor
      d. Supplier
      e. Manufacturer
      f. Separate detailer when pertinent.
   4. Identification of product or material.
   5. Relation to adjacent structure or materials.
   6. Field dimensions, clearly identified as such.
   7. Specification section number.
   8. Applicable standards, such as ASTM number or Federal Specification.
   9. A blank space, 4"x4", for the Engineer's stamp.
   10. Form entitled "Submittal Certification Form" (included at the end of this Section), shall be completed in its entirety. Contractor's failure to denote any deviations from Contract Documents shall be taken as an indication that all information contained within the submittal is in full and complete conformance with the Contract.

1.4 **Resubmission Requirements**

A. Revise initial drawings as required and resubmit as specified for initial submittal.

B. Clearly indicate on drawings any changes which have been made other than those required by Engineer.

C. When the shop drawings are resubmitted, the drawings shall incorporate all of the marked revisions. When differing from the marked revisions, the Contractor shall state his reasons for omitting and/or modifying the marked revisions on the Submittal Certification Form. Resubmittals shall be made in the same manner as the original submittal.

1.5 **Engineer's Review**:

The review of the shop drawings shall be general only and shall not relieve the Contractor in any way from his responsibility for proper detailing of the design, satisfactory construction, compliance with the Specifications and applicable codes, or for errors or omissions of any kind in the final installed work.

SUBMITTAL CERTIFICATION FORM

Project: _____ Contractor's Project No.: _____

Contractor: _____ Engineer's Project No.: _____

Engineer: _____

Transmittal No.: _____ Shop Drawing No.: _____

Specification or Shop Drawing No. _____

Description: _____

The above referenced submittal has been reviewed by the undersigned and I/we certify that the material and/or equipment meets or exceeds the project specification requirements with

_____ No Deviations
or
_____ A Complete List of Deviations as Follows:

_____

_____

_____

_____

_____

By: _____ By: _____
Contractor[a] Manufacturer[b]

Date: _____ Date: _____

[a] Required on all submittals
[b] When required by specifications

END OF SECTION

SECTION 01 57 14

TEMPORARY WATER SILT BARRIER

PART 1 - GENERAL

1.1 Work

The work involves the installation of a turbidity curtain around the perimeter of all in-water work.

PART 2 - PRODUCTS

2.1 Water Silt Barrier

The turbidity curtain shall be provided by the Contractor.

PART 3 - EXECUTION

3.1 General

The barrier is intended to be in place prior to the excavation and filling activities for the launch ramp.

The barrier is to be left in place until the new launch planks have been placed and the concentration of turbidity has decreased.

3.2 Installation

A. Install from shore to shore, extend from above the water level to the river/lake bottom, and be bottom weighted to provide a secure bottom seal and hold the fabric to any uneven contour where the river/lake bottom rises to the shore.

B. Install the barrier prior to start up of work; be maintained during the progress of the work; remain, as directed by the Owner, until suspended sedimentation has settled; and be completely removed when work is completed.

END OF SECTION

DIVISION 03

03 30 13 Cast in Place Concrete Abutment

SECTION 03 30 13

CAST IN PLACE CONCRETE ABUTMENT

PART 1 – GENERAL

1.1 Section Requirements

A. Submittals: Items to be submitted include the size and type of Contractor's equipment to be used, the concrete mix, and concrete supplier. Contractor shall verify that the installation complies with the grades and elevations shown on the plans.

B. Work: Work includes the construction of a concrete abutment, the handling and installation of forms, and the installation of rebar.

1.2 Quality Assurance

A. Codes and Standards: Comply with provisions of following codes, specifications, and standards, except where more stringent requirements are shown or specified:

ACI 301	-	Specifications for Structural Concrete for Buildings.
ACI 304	-	Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete.
ACI 305	-	Hot Weather Concreting.
ACI 306	-	Cold Weather Concreting.
ACI 309	-	Consolidation of Concrete.
ACI 318	-	Building Code Requirements for Reinforced Concrete.
ACI 347	-	Recommended Practice for Concrete Form Work.
ASTM C 33	-	Standard Specifications for Concrete Aggregates.
ASTM C 42	-	Standard Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.

Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice".

PART 2 – PRODUCTS

2.1 Concrete

The concrete shall have the following qualities:

A. Average compressive strength of concrete shall be 4,000 psi at 28 days.

B. Water/cement ratio 0.40 maximum.

C. Type II Portland cement (ASTM C 150)shall be 5.5 bags per cubic yard minimum.

D. The maximum slump shall be 4 inches.

E. Air content shall be 6% ± 1% with an air-entraining agent (ASTM C 260).

2.2 Reinforcing Steel

A. Reinforcing steel shall be ASTM A 615, Grade 60, deformed.

B. Reinforcing steel shall be sized and spaced as shown on the plans.

C. Field bending and cutting will be allowed.

D. Tie wire will be soft annealed steel wire.

2.3 Forms

A. Forms shall be erected in the field with ¾" plywood, 2" x 4" vertical braces, and 2" x 8" horizontal wales.

B. Adequate space shall be provided between the forms and rebar to allow forvibrating the concrete.

PART 3 – EXECUTION

3.1 General

A. Inspect the delivery truck to verify that it has an approved concrete mix. Obtain concrete mix slip from delivery truck driver.

3.2 Installation

A. Vibrate concrete while placing.

B. Screed top of abutment to a true plane.

C. Apply a broom finish and tool the exposed horizontal edges.

D. Chamfer exposed vertical corners of the abutment.

E. Rub exposed surfaces to remove fines and fill voids greater than ¼” within 24 hours of form removal.

F. Keep forms in place and maintain a moisture retaining cover for the top surface for 7 days.

3.3 Field Quality Control

A. Perform slump test in field.

B. Take four test cylinders for each concrete delivery truck.

C. All deficiencies found during inspection shall be remedied to the Owner's satisfaction.

END OF SECTION

DIVISION 31

SECTION 31 11 00

CLEARING & GRUBBING

PART 1 - GENERAL

1.1 Description

Description: This work shall consist of clear cutting, selective clearing and thinning, tree trimming, removing single trees, including dead, blown down or uprooted trees, removing and disposing of all stumps and debris within the clearing limits except such objects as are designated to remain or are to be removed in accordance with other sections of these specifications. This work shall also include the preservation from injury to or defacement of all vegetation and objects designated to remain.

A. Clearing shall consist of cutting and disposing of all trees, stumps and roots, down timber, brush, bushes and debris within designated clearing limits. Clearing limits shall be as shown on the plans and as marked in the field.

B. Tree trimming shall consist of removing any designated branches and other tree portions for preservation purposes.

C. Selective clearing and thinning shall consist of cutting and disposing of designated trees, down timber, stubs, brush, bushes and debris within designated limits.

D. The plans establish clearing limit lines. Where questioned, the Owner's representative will designate all things that are to be preserved and to remain.

1.2 Quality Assurance

A. Before cutting operations begin, Contractor and Owner and Engineer shall walk the site and designate significant trees that are to be preserved and discuss limits of clearing and grubbing.

B. Unsound or unsightly branches of trees and shrubs shall be removed as directed. Branches of trees extending over the roadbed and parking areas shall be trimmed to provide a clear height of 20 feet above the access drives and parking areas. Trimming shall be done by skilled workmen and in accordance with good tree surgery practices.

PART 2 - EXECUTION

2.1 General

A. Clearing: Clearing limits for the site are indicated on the plans. All trees, down timber, brush, bushes, shrubs, plants and debris not designated to remain shall be removed and disposed of.

B. In areas where the proposed embankment is not designated to be grubbed, all stumps shall be cut off as close to the ground as is practicable.

Trees which have been uprooted shall be removed by cutting the tree and removing the stump from the ground, or, where approved, the stumps may be placed back in the hole to present a natural appearance. The area shall be graded to conform to the surrounding terrain.

C. All wood in the clearing area, except trees designated to remain, shall become the property of the Contractor, unless otherwise provided.

D. Selective Clearing: All dead or diseased trees or shrubs, junk, trash, litter or foreign matter of any kind shall be removed from the areas to be enhanced. This shall include uprooted stumps and all branches, tops, trunks and dead wood, resulting from woodcutting operations or from any other causes.

Trees and shrubs to be preserved shall be carefully pruned to remove all dead, diseased and injured wood. Sorting logs and pulpwood in thinned areas shall be avoided.

The Contractor shall avoid disturbing or compacting the existing ground surfaces as well as avoiding damage to plant growth.

Any injury to trees and shrubs which are to be preserved shall be carefully repaired. Disturbed ground surface shall be restored as nearly as possible to natural conditions.

E. Disposal: All brush, timber, logs, stumps, and other woody debris shall be disposed of by approved methods. The Contractor shall make an effort to provide useful disposition of woody material which may be marketable to offset project costs.

Acceptable methods of disposal may include chipping and removal.

1. Chipping. Wood chippers shall reduce woody material to chips, not over ¼ inch thick by not over 8 inches long, and the chips shall be spread uniformly over the ground or used as a siltation berm as an option to silt fence specified in Section 31 25 00.
2. Removal. Brush, logs, and stumps may be removed from the site and disposed of by the Contractor.

END OF SECTION

SECTION 31 23 00

EXCAVATION, FILLING & GRADING

PART 1 - GENERAL

1.1 Description

A. Provide all labor, materials, equipment and supervision necessary to complete the work specified in this Section as shown on the Contract Drawings or both but not limited to the following.
   1. Excavation, filling, backfilling, grading and subgrade preparation for concrete work.
   2. Excavation, trenching and backfilling for utilities to the limits shown on the drawings.

1.2 Quality Assurance

A. Soil testing and inspection service:
   1. The Owner may complete soil testing and field observation of earthwork procedures for quality control during earthwork operations.

1.3 Submittals

A. Contractor shall submit test results from a certified soils testing lab of each type of material to be brought in from off site.

1.4 Job Conditions

A. Site information: Data on indicated subsurface conditions are not intended as representations or warrants of continuity of such conditions between soil borings. It is expressly understood that the Owner will not be responsible for interpretations of conclusions drawn therefore by Contractor.
   1. Additional test borings and other exploratory operations may be made by Contractor at no cost to owner.

B. Existing utilities: Contact Dig Safe to locate existing underground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
   1. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the Engineer immediately for directions as to procedure. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

2. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, except when permitted in writing by Engineer and then only after acceptable temporary utility services have been provided.

C. Use of explosives:
1. Do not bring explosives onto site or use in work without prior written permission from authorities having jurisdiction. Contractor is solely responsible for handling, storage and use of explosive materials when their use is permitted.

D. Protection of persons and property: Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights during hours from dusk to dawn to each day and as otherwise required.
1. Protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

1.5 Disturbance of Excavated and Filled Areas During Construction

A. The Contractor shall take the necessary steps to avoid disturbance of subgrade during excavation and filling operations. Methods of excavation and filling operations shall be revised as necessary to avoid disturbance of the subgrade, including restricting the use of rubber tired Vehicles or other equipment in areas where subgrade is above optimum moisture level and will become disturbed due to movement of vehicles.

B. All excavated or filled areas disturbed during construction that will not meet compaction requirements as specified herein shall be removed and replaced with gravel fill or crushed stone. Costs of removal of disturbed material and recompaction with gravel fill or crushed stone shall be borne by the Contractor.

1.6 Related Work

Related work specified elsewhere: Aggregate Surface, Base and Subbase Course Gravel (32 11 00).

PART 2 - PRODUCTS

2.1 Definitions

A. All sieve analysis for conformance of on-site and off-site fill materials to be used in the work shall conform to ASTM D-422. In addition to the requirements of this ASTM designation all materials beyond the #60 sieve shall be done by means of a mechanical wet sieve analysis.

2.2 Solid Materials

A. 1-1/2" crushed stone: Material for crushed stone shall be clean, angular fragments of sound rock, free of organic materials, trash, snow, ice, frozen soil and other objectionable material and shall be well graded within the following limits:

SIEVE SIZE	PERCENT FINER BY WEIGHT
1-1/2"	100
1"	0-20
#200	0-5

B. 3/4" Crushed Stone: Material for crushed stone be shall be clean, angular fragments of sound rock, free of organic materials, trash, snow, ice, frozen soil and other objectionable material and shall be well graded within the following limits:

SIEVE SIZE	PERCENT FINER BY WEIGHT
1"	100
3/4"	90-100
1/2"	10-35
#200	0-5

C. Common Borrow: Common borrow, conforming to MDOT 703.18, shall consist of earth, suitable for embankment construction. It shall be free from frozen material, perishable rubbish, peat, and other unsuitable material.

The moisture content shall be sufficient to provide the required compaction and stable embankment. In no case shall the moisture content exceed 4% above optimum, which shall be determined in accordance with AASHTO T180, Method C or D.

D. Granular Borrow: Granular borrow, conforming to MDOT 703.19, shall consist of sand or gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of that portion passing a 75mm (3 in.) sieve shall meet the gradation requirements of the following table:

SIEVE SIZE	PERCENT FINER BY WEIGHT
#40	0-70
#200	0-20

Granular borrow shall contain no particles or fragments with a maximum dimension in excess of the compacted thickness of the layer being placed.

E. Ditch Turnout Stone: Material used for the berms constructed to disperse runoff from the ditch turnouts to the vegetated buffers. It shall be free of organic material, loam, trash, snow, ice, frozen soil and other objectionable material and shall be well-graded within the following limits:

SIEVE SIZE	PERCENT FINER BY WEIGHT
6"	100
3”	40-50
1”	0-3

F. Stone Ditch Protection: Rock used for ditch protection shall consist of sound, durable rock that will not disintegrate by exposure to water or weather. Fieldstone, rough quarry stone, blasted ledge rock or tailings may be used. The size of any stone shall not exceed 450 mm[18 in] when measured along its longest axis. The rock shall be free from vegetable matter, lumps, or balls of clay and other deleterious substances and graded within the following limits or as otherwise:

SIEVE SIZE	PERCENT FINER BY WEIGHT
12"	90-100
4”	0-15

G. Fill materials: Provide adequate quantities of fill materials where existing on site materials are insufficient or unsuitable for use as specified. On site material may be used for other fill classifications provided the material conforms to the requirements of the specifications for the type of fill.

H. Borrow: Shall consist of approved material required for the construction of fills or other portions of the work and shall be obtained from approved sources.

I. For this project, the supplied gravel, EXCEPT FOR SURFACE GRAVEL, WILL NOT be required to meet a minimum degradation value. All other requirements of Subsection 703.06 2002 MDOT Standard Specifications still apply.

PART 3 - EXECUTION

3.1 Inspection

A. Examine the areas and conditions under which excavating, filling and grading are to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.2 Excavation

A. Excavation consists of removal and disposal of materials encountered when establishing required grade elevations.

Dig Safe shall be properly notified 72 business hours prior to any excavation.

B. Perform all excavation of every description and of whatever substances encountered to the depths and extent indicated for the proper installation of the work.

C. Excavate to the exact depth required for all utility systems. Utility trenches shall be over excavated to accommodate pipe bedding as specified hereinafter.

D. Earth excavation: The following classification of excavation will be made only when rock excavation is encountered.
   1. Earth excavation - consists of removal and disposal of pavements and other obstruction visible on ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions and other materials encountered that are not classified as rock excavation.

E. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Engineer.
   1. Backfill and compact unauthorized excavations with materials as specified for authorized excavation of same classification, unless otherwise directed by Engineer. This work shall be completed at no additional cost to the Owner.

F. Stability of excavation: Slope sides of excavation to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible either because of space restrictions or stability of material excavated.
   1. Maintain side and slopes of excavation in a safe condition until completion of backfilling.

G. Shoring and bracing: Provide adequate shoring and bracing, such as sheet piling, uprights, stringers and cross-braces, in good serviceable condition.
   1. Trench shoring and bracing shall comply with Federal, State, and local codes and authorities having jurisdiction.
   2. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.

H. Dewatering: Prevent surface water and subsurface or ground water from flowing into excavations or onto any work and from flooding project site and surrounding area.
   1. Do not allow water to accumulate in excavations. Remove water to prevent softening of subgrades and soil changes detrimental to stability of subgrades. Provide and maintain pumps, sumps, suction and discharge lines and other dewatering system components necessary to convey water away from excavations.

I. Material storage: Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place grade and shape stockpiles for proper drainage.

J. Excavation for structures: Conform to elevations and dimensions 0.1' and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction required and for inspection.
   1. In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand to final grade just before concrete is placed. Trim bottoms to required lines and grades to leave solid base to receive concrete.
   2. If requested by the Engineer, the Contractor shall over-excavate approximately 6" for footings and place a working mat of crushed stone to prevent subgrade disturbance of material in place or in fill material.

K. Excavation for pavements: Cut surface under pavements to comply with cross-sections, elevations and grades as shown.

L. Excavation for ditches: Cut ditches to cross-sections and grades as shown. Deposit excavated materials to prevent cave-ins or material falling or sliding into ditch. Keep ditches free of debris until final acceptance of the work.

M. Excavation for utilities: The trench for the pipe shall be excavated to the required line and grade and of sufficient width to permit thorough compacting and tamping of the fill material under the haunches and around the pipe. In general, utility trenches shall be excavated to a point 6 inches below the bottom of the utility line to accommodate bedding material as specified hereinafter. Soft or unsuitable material encountered below the normal bedding line of the pipe shall be removed as directed, replaced with selected material, gravel or crushed stone and thoroughly compacted. The bottom of the trench shall be shaped to conform to the curvature of the pipe. This bed shall also be excavated to accommodate the bells of pipes.

N. Removal of unsatisfactory soil materials: Excavate unsatisfactory soil materials encountered that extend below required elevations, to additional depth directed by the Engineer.
   1. Such additional excavation, provided it is not due to fault or neglect of Contractor, will be measured as directed by Engineer and paid for as a change in the work.
   2. Material that is above or below optimum moisture for compaction of the particular material in place and is disturbed by the Contractor during construction operations so that proper compaction cannot be reached shall be construed as unsuitable bearing materials or unsatisfactory soil materials. This material shall be removed and replaced with lean concrete or compacted gravel fill at no additional charge.

O. Cold weather protection: Protect excavation bottoms against freezing when atmospheric temperature is less than 35° F.

P. Blasting: Perform blasting operations using skilled personnel in compliance with governing regulations. Comply with ANSI A10.1 "Safety Code for Building Construction" for the minimum requirements for blasting.
   1. Conduct blasting operations using explosives of such quantity and power and fired in such sequence and locations, as not to injure personnel or damage property, or damage adjacent work. Assume full responsibility for damages resulting from or attributable to blasting operations.

3.3 Compaction

A. General: Control soil compaction during construction providing minimum percentage of density specified for each area classification.

B. Percentage of maximum density requirements: Provide not less than following percentages of maximum density of soil material as determined by ASTM Test D1557, latest revision (Modified Proctor).
   1. Utility Structures: Compact top 12" of subgrade and each layer of backfill or fill material to 95% maximum density.
   2. Building Slabs and Pavements: Compact top 12" of subgrade and each layer of backfill or fill material to 95% maximum density.
   3. Lawn or other Grassed Areas: Compact top 6" of subgrade and each layer of backfill or fill material to a density approximating that of the adjacent undisturbed material but to a minimum of 90%.
   4. Walkways: Compact top 6" of subgrade to 95% and each layer of backfill material to 95% maximum density.
   5. Utility Trenches: Compact top 12" of subgrade to 95% and each layer of backfill or fill material 12" over the pipe to 95%. Above this point compact filled trench to specifications listed for the use above the pipe.

C. Moisture Control: Where subgrade or layer of soil material must be moisture

conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to obtain optimum moisture content.

1. Remove and replace or scarify and air dry, soil material that is too wet to permit compaction to specified density.
    a. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing, until moisture content is reduced by a satisfactory value, as determined by moisture-density relation tests.

3.4 Backfill

A. General: Place acceptable soil material in layers to required subgrade elevations for each area classification listed below.
    1. Adjacent to building and under roadways.
    2. Under building slabs and footings material shall be structural fill.
    3. Under landscaped areas fill material shall be common fill.

B. Backfill excavations as promptly as work permits, but not until completion of the following.
    1. Acceptance by Engineer of construction below finish grade.
    2. Inspection, testing, approval and recording locations of underground utilities.
    3. Removal of concrete framework.
    4. Removal of shoring and bracing and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities or leave in place of required.
    5. Removal of trash and debris.

C. Ground surface preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions and deleterious materials from ground surface prior to placement of fills.

D. Placement and compaction: All compacted fill shall be placed in layers having a maximum loose layer thickness of 12 inches. Each layer shall be systematically compacted to the density specified hereinbefore.
    1. Compaction equipment in confined areas shall be accomplished by hand operated vibratory equipment or mechanical tampers as approved by the Soils Inspector.
    2. Fill layers shall not be left in an uncompacted state at the close of a day's operations. Prior to terminating operations for the day, the final layer of fill, after compaction, shall be rolled with a smooth-wheeled roller to eliminate ridges of soil left by tractors, trucks and compaction equipment. Slope all fill to drain at termination or work day.
    3. The Contractor shall not place a layer of compacted fill on snow, ice or soil that was permitted to freeze prior to compaction. Removal of these unsatisfactory materials will be required as directed by the Engineer.

4. Each lift of placed and compacted material shall be tested an independent soils testing firm engaged and paid directly by the Contractor. Do not proceed with additional lifts until authorized by the Engineer. See paragraph 3.7 for requirements.

E. Backfilling of utilities: Place bedding 6" below pipe up to the vertical center of the pipe as shown on plans. Then place select backfill, which can be sand or bedding material, to a depth of 6" above the pipe as shown on the plans. All other backfill shall be as specified elsewhere according to above conditions.

3.5 Grading

A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

B. Grading outside building lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces shall be free from irregular surface changes.

C. Grading surface to fill under future building slabs: Grade smooth and even, free of voids, compacted as specified and to required elevation. Provide final grades within a tolerance of 1/4" when tested with a 10' straightedge.

D. Compaction: After grading, compact subgrade surfaces to the depth and percentage of maximum density for each area classification.

3.6 Base Course

A. General: Base course consists of placing base material, in layers of specified thickness, over ground surface to support a bituminous or concrete pavement.

B. Grade control: During construction, maintain lines and grades including crown and cross-slope of base course.

C. Shoulders: Place shoulders along edges of base course to prevent lateral movement. Construct shoulders of acceptable soil materials, placed in such quantity to compact to thickness of each base course layer. Compact and roll at least a 2 foot width of shoulder simultaneously with compacting and rolling of each layer of base course.

D. Placing: Place base course material on prepared subgrade in layers of uniform thickness, conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting base material during placement operations.
1. When a compacted base course is shown to be 12" thick or less, place

material in a single layer. When shown to be more than 12" thick, place material in layers.

3.7 Field Quality Control

A. All operations under this Section of the Specification will be subject to the observation of the Engineer. When required, an independent/qualified soils testing firm shall be engaged and paid directly by the Contractor and shall report to Owner/Engineer. The Engineer will determine conformance of materials and workmanship, particularly compaction, to the requirements of this Specification.
   1. The soils testing firm shall make such tests of materials and compaction as the Engineer directs. Costs of such tests shall be borne by the Contractor.
   2. The soils testing firm will make a reasonable number of tests or visual examinations of materials proposed for fill.
   3. Areas for which tests indicate insufficient compaction shall be re-compacted and retested until the areas conform to the requirement of the appropriate Specification.
   4. In-place density testing shall be done in accordance with ASTM D2922 Nuclear Densometer.

3.8 Maintenance

A. Protection of graded areas: Protect newly graded areas from traffic and erosion and keep free of trash and debris.
   1. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerance.

B. Reconditioning compacted areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

3.9 Disposal of Excess and Waste Materials

A. The Contractor shall properly dispose of all excess material.

END OF SECTION

SECTION 31 25 00

EROSION AND SEDIMENTATION CONTROLS

PART 1 – GENERAL

1.1 Description

A. Certification:
As required under M.R.S.A. § 439-B, an excavation contractor conducting excavation activity in a shoreland area shall ensure that a person certified in erosion control practices by the Department of Environmental Protection (DEP) is responsible for management of erosion and sediment control practices at the site, and is present at the site each day earth-moving activity occurs for a duration that is sufficient to ensure that proper erosion and sedimentation control practices are followed.

These requirements apply until the permanent erosion control measures have been installed and appropriate vegetation has been established.

B. Work Included:
1. The work under this Section shall include provision of all labor, equipment, materials and maintenance of erosion control devices, as specified herein, as shown on the Drawings and as required to prevent erosion.
2. Erosion control measures shall be provided as necessary to correct conditions that develop prior to the completion of permanent erosion control devices, or as required to control erosion that occurs during normal construction operations.
3. Construction operations shall comply with all federal, state, and local regulations pertaining to erosion control.
4. Employ such erosion control devices as may be necessary until such time that adequate soil stabilization has been achieved.
5. All erosion control measures shall be in accordance with standards outlined in the *Maine Erosion and Sediment Control Best Management Practices*, Bureau of Land and Water Quality, Maine Department of Environmental Protection, October 2016.
6. Erosion control measures shall be provided in accordance with applicable permit requirements contained in Section 3 and the Erosion and Sedimentation Control plan shown on the drawings.

C. Related Work Specified Elsewhere:
1. Site work is specified in appropriate sections of this division.

1.2 Submittals

The Contractor shall submit to the Engineer evidence of DEP certification for erosion control practices and work within the shoreland zone, along with a detailed erosion control work plan for the Engineer's approval outlining the methods and materials that the Contractor intends to use to control erosion at the site until adequately stabilized. The plan shall include exact locations of erosion and sedimentation control measures and methods to be used to clean up eroded areas. The plans shall be approved by the Engineer prior to the disturbance of any soils.

PART 2 – PRODUCTS

2.1 Materials

A. Baled Hay:
   1. At least 14" by 18" by 30" securely tied to form a firm bale, staked as necessary to hold the bale in place.

B. Sand Bags:
   1. Heavy cloth bags of approximately one cubic foot capacity filled with sand or gravel.

C. Mats & Nettings:
   1. Twisted craft paper, yarn, jute, excelsior and wood fiber mats.

   2. Type and use shall be as specified by the *Maine Erosion and Sediment Control Best Management Practices*, herein after referred to as the Best Management Practices (BMP's).

D. Seed:
   1. Conservation mix appropriate to the predominant soil conditions, as specified in the BMP's and subject to approval by the Engineer.

E. Sod:
   1. Grown from certified seed of adapted varieties to produce high quality sod free of any serious thatch, weeds, insects, diseases, and other pest problems.
   2. At least one year old and not older than three years. Cut with a 1/2 to 1 inch layer of soil.

F. Filter Fabrics:
   1. Filter fabric shall be of one of the commercially available brands such as Mirafi, Typar or equivalent. Fabric types for particular applications shall be approved by the Engineer prior to installation.

G. Floating Silt Boom (turbidity curtain):
   1. Provide geotextile fabric and components made from polypropylene, polyester, polyamide or other chemically stable material and be resistant to ultraviolet radiation degradation for at least 12 months of installation. Provide silt retention capacity of not less than 75 percent, Mullen Burst Test range of not less than 200 pounds per square inch and a roll width of not less than 8 feet.

2.2 Construction Requirements

A. Erosion Checks:
   1. Erosion checks shall be constructed in ditches and other locations as necessary.
   2. Baled hay, sand bags or siltation fence may be used in an arrangement to fit local conditions.

B. Berms:
   1. Barriers shall be constructed along the toe of embankments when necessary to prevent erosion, sedimentation.

C. Siltation Fences:
   1. Siltation fences shall consist of porous filter fabric with a wire mesh backing and shall be supported by posts as per manufacturer's recommendations. Fabric type shall be approved by the Engineer for its filtration properties.
   2. Erosion control mix may be used as a siltation berm as a substitute for silt fence. Grubbed wood from the site may be used to make the erosion control mix.

D. Silt Boom:
   1. Install from shore to shore, extend from above the water level to the river/lake bottom, and be bottom weighted to provide a secure bottom seal and hold the fabric to any uneven contour where the river/lake bottom rises to the shore.

PART 3 – EXECUTION

3.1 Installation

A. Erosion Checks:
   1. Erosion checks shall be constructed in ditches and at other locations designated on the Drawings and as required. The Engineer may instruct the Contractor to modify the arrangement of bales and bags to fit local conditions.
   2. Baled hay or sandbags, or both, may be used in other areas as necessary to inhibit soil erosion.
   3. Siltation fence located where needed.
   4. Install the silt boom prior to start up of work and maintain during the progress of the work;

B. Removing & Disposing:
   1. When no longer needed, material and devices for erosion control shall be removed or may be left in place and dispersed over the adjacent area, as approved by the Engineer.
   2. When removed, such devices may be reused in other locations provided they are in good condition and suitable to perform the erosion control for which they are intended.
   3. When dispersed over adjacent areas, the material shall be scattered to the extent that it causes no unsightly conditions nor creates future maintenance problems.
   4. Silt boom shall remain, as directed by the Owner, until suspended sedimentation has settled, and be completely removed when work is completed.

3.2 Maintenance

A. General:

All erosion control measures shall be cleaned and maintained as directed by the Engineer through project completion. Sediments trapped by the erosion control measures shall be removed and disposed of at an area designated by the Engineer after each significant rainfall.

Should areas during construction show signs of erosion, Engineer shall direct Contractor to take corrective measures to stabilize the area by means of the materials listed in paragraph 2.1 or approved equals.

END OF SECTION

SECTION 31 37 00

RIPRAP

PART 1 - GENERAL

1.1 Description

A. This work consists of furnishing all labor, equipment, and materials and performing all work necessary to place a protective covering of erosion-resistant material on the slopes of embankments, slopes of channels, or as directed by the ENGINEER. The work shall be done in accordance with these Specifications and in conformity with the lines and grades shown on the Drawings or established by the ENGINEER.

B. Types of riprap/material included in this specification:

1. Dumped Riprap: Dumped riprap consists of stone dumped in place on a prepared slope of geotextile backing to form a well-graded mass with a minimum of voids.

2. Placed Riprap: Riprap placed next to the ramp sides and end shall be placed with care to result in a uniform surface suitable for boat trailers with small rubber tires. It consists of stone placed on a prepared slope of geotextile backing to form a well-graded mass with a minimum of voids.

3. Geotextile Backing: A geotextile backing consists of a geotextile overlain by a layer of coarse aggregate placed on the bank before placing the riprap to prevent the bank material from passing through the riprap protection. Geotextile backing shall be used in lieu of a filter blanket where specifically called for on the plans or where approved by the ENGINEER.

PART 2 - PRODUCTS

2.1 Materials

A. Definition of the materials:

1. Dumped Riprap: Stone used for dumped riprap shall be hard, durable, angular in shape; resistant to weathering and to water action; free from overburden soil, shale and organic material; and shall meet the gradation requirements for the class specified. Neither breadth nor thickness of a single stone should be less than one-third its length. Rounded stone or boulders shall not be accepted. Shale and stone with shale seams are not acceptable. The maximum weight of riprap stones shall be 200 lbs. and they shall measure approximately 12" least dimension.

2. Machine or Hand Placed Riprap: Machine or hand placed riprap shall be placed next to both sides of the launch ramp and at its end and where called for on the plans. It will result in a 24" wide lane to accommodate rigs which may stray beyond the ramp. Stone used for placed riprap shall be hard, durable, and angular in shape (blasted rock); resistant to weathering and to water action; free from overburden soil, shale and organic material; and shall meet the gradation requirements for the class specified. Neither breadth nor thickness of a single stone should be less than one-third its length. Rounded stone or boulders shall not be accepted.

3. Geotextile:

   a) Geotextile shall be Mirafi 700X or approved equivalent.

   b) During all periods of shipment and storage, the fabric shall be maintained, wrapped in a heavy duty protective covering to protect the fabric from direct sunlight, ultraviolet rays, temperatures greater than 140^0F, mud, dirt, dust, and debris.

   c) The vendor shall furnish certified test reports of material attesting that the fabric meets the requirements of this Specification when requested by the Owner or Engineer.

B. Gradation of Coarse Aggregate for Geotextile Backing:

Sieve Size	% Passing By Weight
2-1/2"	100
2"	85 - 100
1"	35 - 70
1/2"	10 - 30
No. 4	0 - 5

C. Gradation of Riprap Stone:

Size of Stone	% of Total Weight Smaller Than the Given Size
Class I	
18" (or 200 lbs.)	100
12" (or 50 lbs.)	40-50
6" (or 10 lbs.)	0-5

PART 3 - EXECUTION

3.1 Construction Details

A. Slopes to be protected by riprap shall be free of brush, trees, stumps, and other objectionable material and be dressed to a smooth surface. All soft or spongy material shall be removed to the depth shown on the Drawings or as directed by the ENGINEER and replaced with approved material. Filled areas will be compacted thoroughly. A toe trench as shown on the Drawings shall be dug and maintained until the riprap is placed.

1. Riprap

a. Stone for riprap shall be placed on the prepared slope or area in a manner which will produce a reasonably well-graded mass of stone with the minimum practicable percentage of voids. The entire mass of stone shall be placed in conformance with the lines, grades, and thicknesses shown on the Drawings. Riprap shall be placed to its full course thickness in one operation and in such a manner as to avoid displacing the underlying material. Placing of riprap in layers, or by dumping into chutes, or by similar methods likely to cause segregation will not be permitted.

b. The larger stones shall be well distributed and the entire mass of stone shall conform to the gradation specified.

c. It is the intent of these Specifications to produce a compact riprap protection in which all sizes of material are placed in their proper proportions. Hand placing or rearranging of individual stones by mechanical equipment may be required to the extent necessary to secure the results specified.

d. Unless otherwise authorized by the ENGINEER, the riprap protection shall be placed in conjunction with the construction of the embankment with only sufficient lag in construction of the riprap protection as may be necessary to allow for proper construction of the portion of the embankment protected and to prevent mixture of embankment and riprap. The riprap protection shall be maintained until accepted, and any material displaced by any cause shall be replaced at no additional cost to the OWNER.

e. Riprap stone shall not be dropped from a height greater than one foot onto the filter blanket.

2. Geotextile Backing:

   a. A geotextile shall be placed in the manner and at the locations shown in the Drawings or as directed by the ENGINEER. At the time of installation, fabric shall be rejected if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacture, transportation or storage. The fabric shall be placed with the long dimension parallel to the centerline of the channel or pipe trench unless otherwise directed by the ENGINEER, and shall be laid smooth and free of tension, stress, folds, wrinkles, or creases. The strips shall be placed to provide a minimum width of 24 inches of overlap for each joint. Overlap joints and seams shall be measured as a single layer of cloth. Securing pins with washers shall be inserted through both strips of overlapped cloth.

   b. Securing pins for anchoring geotextile shall be 3/16 inch steel bars, pointed at one end and fabricated with a head to retain a steel washer having an outside diameter of not less than 1.5 inches. The length of the pin shall not be less than 12 inches.

   c. A layer of coarse aggregate shall be placed on the geotextile to the full specified thickness using methods which will not cause segregation of particle sizes. The surface of the finished layer shall be reasonably even and free from mounds or windrows.

END OF SECTION

DIVISION 32

32 11 00	Aggregate Surface, Base and Subbase Course Gravel
32 12 00	Hot Mix Asphalt Paving
32 16 13	Precast Concrete Curb
32 16 13.13	Slipform Concrete Curb
32 17 23	Pavement Markings
32 91 00	Loam, Fertilize, Seed & Mulch

SECTION 32 11 00

AGGREGATE SURFACE, BASE AND SUBBASE COURSE GRAVEL

PART 1 – GENERAL

1.1 Description

A. The traveled areas shall be composed of one or two layers of aggregate of different gradations representing the surface, base and subbase courses as applicable.

1.2 Submittals to the Engineer

A. Contractor shall certify that materials comply with these specification requirements by submitting laboratory tests performed by an independent/qualified soil testing firm.

PART 2 – PRODUCTS

2.1 Materials

A. Road Materials: Aggregate surface, base and subbase course shall be gravel consisting of hard, durable particles which are free from vegetable matter, lumps or balls of clay, and other deleterious substances. The gradation of the aggregate base and leveling courses shall meet the following requirements:

1. Aggregate Surface Course: Aggregate for untreated surface course and leveling course shall be screened or crushed gravel consisting of hard durable particles which are free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the material shall meet the grading requirements of the following table:

SIEVE SIZE	PERCENT FINER BY WEIGHT
3/4"	100
#4	50-78
#8	36-67
#40	13-35
#200	4-15

Plasticizer Index shall be 4-12.

2. Aggregate Base course: Aggregate grading shall be in accordance with the requirements of Section 700, Subsection 703.06, Aggregate Base and Subbase, part (a), Type A of the State of Maine, Department of Transportation Standard Specifications - Highway and Bridges, latest edition. Measurement and Payment subsections shall not apply. Degradation value as determined by Washington State Degradation Test shall not apply.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
	Type A
½ inch	45-70
¼ inch	30-55
No. 40	0-20
No. 200	0-6.0

3. Aggregate Subbase course: Aggregate grading shall be in accordance with the requirements of Section 700, Subsection 703.06, Aggregate Base and Subbase, part (c), Type D of the State of Maine, Department of Transportation (formerly the State Highway Commission), Standard Specifications - Highway and Bridges, latest edition. Measurement and Payment subsections shall not apply. Degradation value as determined by Washington State Degradation Test shall not apply.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
	Type D
½ inch	35-80
¼ inch	25-65
No. 40	0-30
No. 200	0-7.0

PART 3 – EXECUTION

3.1 Placing and Compacting Gravel

A. Gravel shall be placed and spread in uniform layers not exceeding 12" in loose measure from self-spreading vehicles or with power graders of approved types or by hand. Care shall be taken while spreading gravel to rake forward and distribute the largest stones so that they will be at the bottom of the gravel course and be evenly distributed.

B. Gravel so placed shall be thoroughly watered and rolled true to the lines and grades and compacted in accordance with this Specification. Any depressions that appear during or after the rolling shall be filled with gravel and re-rolled until the surface is true and even. Any portion which is not accessible to a roller shall be compacted by mechanical or hand tamper.

3.2 Shaping and Compacting

A. The density compaction requirements of this subsection shall apply only to the upper twenty-four inches.

B. All layers of aggregate courses shall be compacted to the required 95% of maximum density (subsection 304.04 of the State of Maine Transportation Standard Specifications - Highway and Bridges, latest edition) immediately after placing. As soon as the compaction of any layer has been completed, the next layer shall be placed.

C. The Contractor shall bear full responsibility for and make all necessary repairs to the aggregate courses and the subgrade until the full depth of the base and leveling courses is placed and compacted. Repairs shall be considered incidental to other contract items and shall be made at no cost to the Owner.

D. If the top of any layer of the aggregate courses becomes contaminated by degradation of the aggregate or addition of foreign materials, the contaminated material shall be removed and replaced with the specified material at the Contractor's expense.

E. The top of any aggregate course layers shall be scarified and loosened for a minimum depth of one inch immediately prior to the placing of the next layer of aggregate. This scarifying shall be considered incidental to placing the course, and no separate payment will be made.

3.3 Surface Tolerance

A. The completed surface of both the aggregate base course and surface course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of 3/8 inch.

END OF SECTION

SECTION 32 12 00

HOT MIX ASPHALT PAVING

PART 1 - GENERAL

1.1 Description

1. Work Included: Furnish all plant, labor, equipment and materials required to install bituminous concrete pavement courses, including sidewalks and driveways, as shown on the Drawings and as specified herein.

2. Related Work Specified Elsewhere (When Applicable): Excavation, Filling, and Grading (31 23 00), and Aggregate Surface, Base and Subbase Course Gravel (32 11 00).

1.2 Quality Assurance

1. Materials: Use only materials furnished by a bulk bituminous concrete producer regularly engaged in the production of hot mixed, hot laid bituminous concrete.

2. Mix Requirements, Method of Placement and Compaction: State of Maine, Department of Transportation Standard Specifications, March 2020, hereinafter called MaineDOT Standards, latest version of Section 401, Hot Mix Asphalt Pavement.

1.3 Submittals

1. A certificate of compliance shall be furnished to the Architect/Engineer that the materials supplied comply with the specification requirements.

2. Delivery slips shall be furnished with each load of mix delivered to the project. Information shall include:

    1. Vehicle identification

    2. Date

    3. Project

    4. Identification of material

    5. Gross, tare and net weights

    6. Signed by the bituminous concrete producer

    7. Stamped by a licensed public weighmaster

1.4 Job Conditions

1. Grade Control: The Contractor shall establish and maintain the required lines and grades, including crown and cross-slope, for each course during construction operations.

2. Trench areas shall receive temporary paving as the work progresses where trenches are in paved streets.

PART 2 - PRODUCTS

2.1 Materials

A. Hot Mix Asphalt Pavement:

1. Base Course - 19.0 mm

2. Wearing Course - 9.5 mm

3. Sidewalks, Drives, and Parking Areas - 9.5 mm

The following Special Provision, Section 403, applies:

Desc. of Course	Grad. Design	Item Number	Bit Cont. % of Mix	Total Thick	No. of Layers	Comp. Notes
Wearing	9.5 mm	403.210	N/A	see typicals	1	1,4
Base	19.0 mm	403.207	N/A	see typicals	1	1,4

COMPLEMENTARY NOTES

1. All work under this contract shall conform to the Standard Specification Revision of 2020 – Section 401-Hot Mix Asphalt Pavement; with the following revisions.

2. The design traffic level for mix placed shall be 0.3 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations.**

PART 3 - EXECUTION

3.1 Surface Preparation

A. Tack coats shall conform to Section 409 of the Maine DOT Standard Specifications.

B. Tack Coat: Apply to contact surfaces of previously constructed asphalt or Portland cement concrete and surfaces abutting or projecting into asphalt concrete pavement. Distribute at rate of approximately 0.025 gallons per square yard of surface.

3.2 Placing the Mix

A. General: Place asphalt concrete mixture on prepared surface. Minimum allowable temperature for placing is 225 °F. Maximum shall be 325 °F. Place in areas inaccessible to paving machine and small areas by hand. Place each course to required grade, cross-slope and compacted thickness.

B. Temperature Requirements: Hot mix asphalt pavement used for curb, driveways, parking areas, sidewalks, islands, and other incidentals is not subject to seasonal limitations, except that conditions shall be satisfactory for proper handling and finishing of the mixture. The Contractor shall not place hot mix asphalt pavement on a wet or frozen surface and the air temperature shall be 40°F or higher, unless approved by the Owner.

C. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened to the extent that the pavement will not be damaged.

END OF SECTION

SECTION 32 16 13

PRECAST CONCRETE CURB

PART 1 - GENERAL

1.1 Description of Work

Work included: Furnish all material, labor and equipment to install concrete curbs as indicated here and on the drawings.

1.2 Quality Assurance

A. Acceptable manufacturers:

1. Gagne and Son Concrete Products
2. Precast Concrete Products of Maine
3. Approved Equal

B. Contractor shall inspect and ensure that each curb is in good condition with all surfaces clean and neat with no honeycombing, spalling or cracks

C. If the Owner/Engineer rejects any planks at the construction site because they do not meet this standard of quality, it shall be the Contractors responsibility to remove and properly dispose of the rejected materials and to purchase and deliver acceptable curb to the job site at no additional cost to the Owner.

D. Any damage caused to existing or new curb as a result of Contractor activity shall be repaired, to the satisfaction of the Owner, by the Contractor, at no additional cost to the Owner.

1.3 Submittals

A. Submit shop drawings and manufacturer's literature in conformance to the General Conditions section of the Construction Contract.

PART 2 - PRODUCTS

2.1 Precast Concrete Curb

B. Six-foot precast concrete curb weighs approximately 730 lbs., and measures 7" by 1'- 6" in cross section.
C. Concrete: Concrete shall have a minimum compression strength of 4,000 psi at 28 days.
D. Reinforcement: #4, Grade 60 (ASTM A615)

PART 3 - EXECUTION

3.1 Subgrade Preparation

Where the subgrade material is found to be of poor supporting value or of rock, the foundation shall be conditioned by removing the existing subgrade material by undercutting to the depth as directed by the Engineer and backfilling with either a suitable local material secured from unclassified excavation or borrow excavation at the nearest accessible location, or foundation conditioning material consisting of gravel base or subbase material, as approved by the Engineer. The selection of the type of backfill material to be used for subgrade conditioning will be made by the Engineer. Mechanical compaction below water is not required.

3.2 Installation

A. Six inches of 3/4" crushed stone base shall be placed to ensure the entire length of curb is fully supported.

B. Crushed stone base shall conform to Section 31 23 00 of this specification.

C. The profile of new planks shall follow the profile of the grade shown on the drawings.

D. The curb shall be set so that the front top arris line is in close conformity to the line and grade required as shown on the plans or directed by the Engineer.

E. The required spacing between curb shall be a maximum of 1/2 inch.

END OF SECTION

SECTION 32 16 13.13

SLIPFORM CONCRETE CURB

PART 1 - GENERAL

1.1 Description of Work

Work included: Furnish all material, labor and equipment to install slipform concrete curbs as indicated here and on the drawings.

1.2 Quality Assurance

A. Contractor shall inspect and ensure that curb is in good condition with all surfaces clean and neat with no honeycombing, spalling or cracks.

B. Any damage caused to existing or new curb as a result of Contractor activity shall be repaired, to the satisfaction of the Owner, by the Contractor, at no additional cost to the Owner.

PART 2 - PRODUCTS

2.1 Slipform Concrete Curb

A. Installation of slipform concrete curbing shall meet standards set by Maine Department of Transportation "Specifications, Highways and Bridges", Section 609, Special Provision, Structural Concrete (Slipform Concrete Curb).

PART 3 - EXECUTION

3.1 Installation

A. Install slipform concrete curb on hot mix asphalt base pavement with epoxy resin adhesive.

B. Provide a 7" reveal from the finished gutter grade.

C. Provide proper curing and sealing as specified in Section 609 Special Provision.

D. Protect slipform concrete curb after placement. The concrete shall be allowed to cure for at least 72 hours.

END OF SECTION

SECTION 32 17 23

PAVEMENT MARKINGS

PART 1 – GENERAL

1.1 Description

A. Provide 4" white lines for each paved parking space and accessible walkway (path), as applicable.
B. Provide a white ADA symbol of 5' minimum height on a blue background, as applicable.
C. Provide traffic directional arrows, as applicable.
D. Provide 4” double yellow centerlines, as applicable.

PART 2 – PRODUCTS

2.1 Paint

Submit paint catalog material verifying that it complies with TT-P85 alkyd paint, schedule of paint application, and ambient temperature limits, as well as pavement surface conditions. The name, address, and experience of the painting subcontractor shall be provided for Owner acceptance.

PART 3 – EXECUTION

3.1 General

Apply pavement markings in general conformance with MaineDOT's latest edition of standard specifications. All work shall be done by a pavement striping subcontractor.

3.2 Installation

A. All painting shall be done during warm, dry conditions.
B. All paint shall be applied at a 16 mil thickness, minimum, on a clean surface.

3.3 Field Quality Control

A. Application conditions shall be dry, with ambient temperature of 50°F and rising.
B. All deficiencies shall be corrected to the Owner's satisfaction.

END OF SECTION

SECTION 32 91 00

LOAM, FERTILIZE, SEED AND MULCH

PART 1 - GENERAL

1.1 Description

A. Work Included: Place topsoil in filled, excavated, or graded areas and protect and maintain seeded areas disturbed by construction work, or as directed by the Engineer. All work shall conform to the Erosion and Sedimentation Control Plan shown on the drawings.

B. Related Work Specified Elsewhere (When Applicable): Excavation, backfill, compaction, site gradings, and temporary erosion control are specified in the appropriate Sections of this Division.

1.2 Submittals and Testing

A. Seed:
1. Furnish the Engineer with duplicate signed copies of statement from the vendor, certifying that each container of seed delivered to the project site is fully labeled in accordance with the Federal Seed Act and is at least equal to the specification requirements.
2. This certification shall appear in, or with, all copies of invoices for the seed.
3. Each lot of seed shall be subject to sampling and testing, at the discretion of the Engineer, in accordance with the latest rules and regulations under the Federal Seed Act.

B. Topsoil:
1. Inform the Engineer, within 30 days after the award of the Contract, of the sources from which the topsoil is to be furnished.
2. Obtain representative soil samples, taken from several locations in the area under consideration for topsoil removal, to the full stripping depth.
3. Have soil samples tested by an independent soils testing laboratory, approved by the Engineer, at the Contractor's expense.
4. Have soil samples tested for physical properties and pH (or lime requirement), for organic matter, available phosphoric acid, and available potash, in accordance with standard practices of soil testing.
5. Approval, by the Engineer, to use topsoil for use in the work will be dependent upon the results of the soil tests.

C. Lime & Fertilizer:
   1. Furnish the Engineer with duplicate copies of invoices for all lime and fertilizer used on the project showing the total minimum carbonates and minimum percentages of the material furnished that pass the 90 and 20 mesh sieves and the grade furnished.
   2. Each lot of lime and fertilizer shall be subject to sampling and testing at the discretion of the Engineer.
   3. Sampling and testing shall be in accordance with the official methods of the Association of Official Agricultural Chemists.
   4. Upon completion of the project, a final check may be made comparing the total quantities of fertilizer and lime used to the total area seeded. If the minimum rates of application have not been met, the Engineer may require the Contractor to distribute additional quantities of these materials to meet the minimum rates.

1.3 Delivery, Storage & Handling

A. Seed:
   1. Furnish all seed in sealed standard containers, unless exception is granted in writing by the Engineer.
   2. Containers shall be labeled in accordance with the United States Department of Agriculture's rules and regulations under the Federal Seed Act in effect at the time of purchase.

B. Fertilizer:
   1. Furnish all fertilizer in unopened original containers.
   2. Containers shall be labeled with the manufacturer's statement of analysis.

1.4 Job Conditions

A. Topsoil: Do not place or spread topsoil when the subgrade is frozen, excessively wet or dry, or in any condition otherwise detrimental, in the opinion of the Engineer, to the proposed planting or the proper grading.

B. Seeding:
   1. Planting Seasons: Perform seeding work only between the dates of 15 May to 20 June and 15 August to 30 September, except as otherwise directed in writing by the Engineer.
   2. Weather Conditions:
      a. Do not perform seeding work when weather conditions are such that beneficial results are not likely to be obtained, such as drought, excessive moisture, or high winds.
      b. Stop the seeding work when, in the opinion of the Engineer, weather conditions are not favorable.
      c. Resume the work only when, in the opinion of Engineer, conditions become favorable, or when approved alternate or corrective measures and procedures are placed into effect.

PART 2 - PRODUCTS

2.1 Materials

A. Seed:

1. Provide seed mixtures approved by the Engineer and apply at the rates shown below:

Creeping Red Fescue	20 lbs. per acre
Red Top	2 lbs. per acre
Tall Fescue	20 lbs. per acre

2. Do not use seed which has become wet, moldy, or otherwise damaged in transit or during storage.

B. Topsoil:

Material shall consist of natural loam topsoil, free from subsoil, obtained from the designated site, which meets the gradation requirements specified herein. Topsoil shall be uniform quality, free from hard clods, stiff clay, hard pan, sods, partially disintegrated stone, lime, cement, ashes, slag, concrete, tar residues, tarred paper, boards, chips, sticks, or any other undesirable material.

Topsoil shall contain at least five (5%) percent organic matter determined by loss on ignition on moisture free samples dried in accordance with the current method of the Association of Official Agriculture Chemists. The acidity range shall be pH 5.0 to pH 7.0, inclusive.

The Contractor shall furnish a certified report of an approved analytical chemist showing the analysis of representative samples of the topsoil which he proposes to use. All samples are to be taken by the Engineer and delivered to the laboratory; the price bid shall include inspection and laboratory charges. No topsoil shall be delivered until the approval of samples by the Engineer: but, such approval shall not constitute final acceptance. The Engineer reserves the right to reject, on or after delivery, any material which does not, in his opinion, meet these specifications.

The Engineer reserves the right to reject topsoil in which more than sixty (60%) percent of the material passing the No. 100 U.S.S. Mesh Sieve consists of clay as determined by the Buoyoucous Hydrometer or by the decantation method. All percentages are to be based on dry weight of sample. If the Engineer directs, topsoil which varies only slightly from the specifications may be made acceptable by such corrections as the Engineer deems necessary.

C. Lime:

1. Provide lime which is ground limestone containing not less than 85% of total carbonate and of such fineness that 90% will pass a No. 20 sieve and 50% will pass a No. 100 sieve.
2. Coarser materials will be acceptable provided the specified rates of application are increased proportionately on the basis of quantities passing a No. 100 sieve. No additional payment will be made to the increased quantity.

D. Fertilizer:
   1. Provide a commercial fertilizer approved by the engineer.
   2. Provide fertilizer containing the following minimum percentage of plant food by weight:
      20% Available phosphoric acid
      20% Available potash
      20% Available nitrogen (75% of the nitrogen shall be organic)

E. Mulch for Hydro-Seeding:
   1. Hay or Straw - Hay or straw mulch shall consist of long fibred hay or straw, reasonably free from noxious weeds or other undesirable material.
   2. No material shall be used which is so wet, decayed, or compacted as to inhibit even and uniform spreading. No chopped hay, grass clippings or other short fibred material shall be used unless directed.

F. Mulch Binder for Hydro-Seeding:
   1. Material for mulch binder shall be emulsified asphalt.
   2. Emulsified asphalt mulch binder shall be a type acceptable to the Engineer and may be diluted with water to assure even distribution.

PART 3 - EXECUTION

3.1 Preparation

A. Equipment:
   1. Provide all equipment necessary for the proper preparation of the ground surface and for the handling and placing of all required materials.
   2. Demonstrate to the Engineer that the equipment will apply materials at the specified rates.

B. Soil: Perform the following work prior to the application of lime, fertilizer or seed.
   1. Apply a minimum of 3 inches of topsoil to the areas to be seeded
   2. Trim and rake the topsoil to true grades free from unsightly variations, humps, ridges or depressions.
   3. Remove all objectionable material and form a finely pulverized seed bed.

3.2 Performance

A. Grading:
   1. Grade the areas to be seeded as shown on the Drawings or as directed by the Engineer.
   2. Leave all surfaces in even and properly compacted condition.
   3. Maintain grades on the areas to be seed in true and even conditions, including any necessary repairs to previously graded areas.

B. Placing Topsoil:
   1. Uniformly distribute and evenly spread topsoil on the designated areas.
   2. Spread the topsoil in such manner that planting work can be performed with little additional soil preparation or tillage.

3. Correct any irregularities in the surface resulting from topsoil in or other operations to prevent the formation of depressions where water may stand.
4. Thoroughly till the topsoil to a depth of at least 3 inches by plowing, dicing, harrowing, or other approved method until the condition of the soil is acceptable to the Engineer.

C. Placing Fertilizer:
1. Distribute fertilizer uniformly at a rate determined by the soils test over the areas to be seeded.
2. Incorporate fertilizer into the soil to a depth of at least 3 inches by dicing, harrowing, or other methods acceptable to the Engineer.
3. The incorporation of fertilizer may be a part of the tillage operation specified above.
4. Distribution by means of an approved seed drill equipped to sow seed and distribute fertilizer at the same time will be acceptable.
5. Place fertilizer at a rate of 300 lbs. per acre.

D. Placing Lime:
1. Uniformly distribute lime immediately following or simultaneously with the incorporation of fertilizer.
2. Distribute lime at a rate determined from the pH test, to a depth of at least 3 inches by dicing, harrowing, or other methods acceptable to the Engineer.
3. Apply lime at a loading rate of at least 3 tons per acre.

E. Seeding:
1. Level out any undulations or irregularities in the surface resulting from tillage, fertilizing, liming or other operations before starting seeding operations.
2. Hydro-Seeding:
   a. The hydraulic spray method of sowing seed may be used where approved by the Engineer. This work shall be done with an approved machine operated by a competent crew. Seed and fertilizing materials shall be mixed with water in the tank of the machine and kept thoroughly agitated so the materials are uniformly mixed and suspended in the water at all times during operation. The spraying equipment must be designed and operated to distribute seed and fertilizing materials evenly and uniformly on the designated areas at the required rates. If the Engineer finds the application uneven or otherwise unsatisfactory, he may require the hydraulic spray method to be abandoned and the balance of the work done as specified herein. Seed must be lightly raked into the surface of the soil unless seeding is to be following within 24 hours by mulching.

b. Fertilizer shall be applied at a loading of at least 800 pounds per acre.
c. Seed shall be applied at a loading of at least 120 pounds per acre.
d. Hay or straw mulch shall be spread evenly and uniformly over the designated areas. Unless otherwise directed, mulch shall be applied at the rate of two (2) tons per acre. Too heavy application of mulch shall be avoided and lumps and thick spots shall be thinned. Unless otherwise authorized, the mulch shall be anchored in place by uniformly applying an asphalt mulch binder. Application of a concentrated stream of mulch binder will not be allowed. Asphalt mulch binder may be omitted when authorized by the Engineer and when there is a danger of the asphalt contaminating the surface of nearby structures, houses, vehicles, or other objects. Other methods of anchoring mulch may be used subject to the approval of the Engineer.
e. Maintenance - The Contractor shall maintain the mulch by repairing any damaged mulch and by correcting any shifting of the mulch due to wind, water or other causes, until an acceptable growth of grass has been achieved, regardless of the acceptance status of the seeding. He shall supply additional mulch necessary as a result of damage or seed failure. Repairs to mulched areas and furnishing of additional mulch shall be incidental to this item. If wood fiber is used, any re-seeding will require additional wood fiber mulch.

3.3 Protection & Maintenance

A. Protection:
   1. Protect the seeded area against traffic or other use.
      a. Erect barricades and place warning signs as needed.
B. Maintenance:
   1. Properly care for the seeded areas during the period when the grass is becoming established.
   2. The protection period shall extend for 12 months after the completion of entire project, unless the desired cover, in the opinion of the Engineer, is established in a shorter period of time.
   3. The grass shall be mowed twice in the 12 month period or as directed by the Engineer.

END OF SECTION

DIVISION 33

SECTION 33 42 13

HDPE PIPE CULVERTS

PART 1 - GENERAL

1.1 Description

A. Work Included:
   1. Provide and install storm drain pipe of the type(s) and size(s) and in the locations(s) shown on the Drawings and as specified herein.

B. Related Work Specified Elsewhere:
   1. Excavation and backfill, dewatering, pavement, borrow and bedding material are specified in the appropriate sections in this Division.

1.2 Quality Assurance

A. Material:
   1. High density polyethylene (HDPE) smooth-lined pipe and fittings for storm drain shall be in conformance with ASTM D1248 and AASHTO M294.
   2. All fittings and accessories shall be manufactured and furnished by the pipe supplier or an approved equal. Fittings shall be of the same strength and quality as the pipe.

1.3 Submittals

A. Submit in duplicate, sworn certificates of inspections and tests performed at the location of manufacturers.

B. Submit shop drawings in accordance with the General Conditions of the Construction Contract.

1.4 Delivery, Storage and Handling

A. Exercise care when handling storm drain pipe to prevent damage of any nature to the pipe and finish.

B. Immediately remove damaged materials and replace at no additional cost to the Owner.

C. Store materials aboveground on platforms, skids, or other adequate supports.

PART 2 - PRODUCTS

2.1 Materials

A. Pipe: As shown above

B. Joints: As per manufacturer's recommendation.

PART 3 - EXECUTION

3.1 Inspection

A. Examine areas to receive piping for the following:
   1. Obstructions that adversely affect the installation and quality of the work.
   2. Deviations beyond allowable tolerances for clearances.

B. Examine pipe and fittings before installation to assure no defective materials are incorporated.

C. Start the work only when conditions are satisfactory.

D. Remove and replace all defective materials at no additional cost to the Owner.

3.2 Installation

A. Excavation for buried pipe shall be to a point 6 inches below the bottom of the pipe or to stable firm soil.

B. Bedding of the pipes shall be clean course gravel, or crushed stone, free of stones over 2 inches and free of organic contamination clogs, ice, or other materials which may affect the pipes integrity. Bedding shall be carried to a point 6 inches above the top of the pipe.

C. All trench backfill shall be no less than common borrow quality and shall meet MDOT specifications for same.

END OF SECTION

SECTION 33 49 13

CATCH BASINS, DRAIN MANHOLES, GRATES & FRAMES

PART I - GENERAL

1.1 Description

A. Work Included: Construct catch basins, drain manholes, covers, frames and brick masonry in conformance with the dimensions and locations shown on the Drawings or as directed by the Engineer.

B. Related Work Specified Elsewhere:
1. Pipe, trench excavation and backfill, paving and dewatering are specified in the construction drawings and these specifications, where applicable.

1.2 Quality Assurance

A. Precast Catch basin Drain Manhole Base Barrel and Top Sections:
1. Conform to ASTM C478-72 (AASHTO M199-795) except as modified herein, on the Drawings, or as directed by the Engineer.
2. Average strength of 4,000 psi at 28 days.
3. Testing:
   a. Determine concrete strength by tests on 6 inch by 12 inch vibrated test cylinders cured in the same manner as the bases, barrels and tops.
   b. Have tests conducted at manufacturer's plant or at an approved testing laboratory.
   c. Have not less than 2 tests made for each 100 vertical feet of precast catch basin sections.

B. Frames and Covers:
1. Acceptable Manufacturers:
   a. Etheridge Foundry Company
   b. Neenah Foundry Company
   c. E.L. LeBaron Foundry Company
   d. Or equivalent.

C. Masonry:
1. Brick: Shall comply with the ASTM Standard Specifications for Sewer Brick (made from clay or shale), Designation C32, for Grade SS, hard Brick. (AASHTO M91-78).
2. Cement: ASTM C-150. (AASHTO M85-79I).
3. Hydrated Lime: ASTM C-207.
4. Sand: ASTM C33. (AASHTO M6-65 C197A).

1.3 Submittals to the Engineer

A. Submit shop Drawings and manufacturer's literature in conformance with the General Conditions of the Construction Contract.

B. Risers and Tops: Submit test results and receive approval from the Engineer prior to delivery to the site.

PART 2 - PRODUCTS

2.1 Precast Catch basin and Drain Manhole Sections

A. Dimensions, shall be as shown on the Drawings, or as directed by the Architect/Engineer.

B. Joints: Bell-and-spigot or tongue-and-groove formed on machine rings to insure accurate joint surfaces.

C. Constructed to support on HS-20 wheel loading.

D. Openings:
1. Provide openings in the risers to receive pipes entering the structure of the types and materials approved by the Engineer.
2. Make openings at the manufacturing plant or cut openings in the field.
3. Size: To provide a uniform annular space between the outside wall of pipe and the riser.
4. Location: To permit setting of the entering pipes at the correct elevations.

E. Joint Gaskets:
1. Types: O-ring, continuous ring, round and solid conforming to AASHTO M198-75.
2. Material: Plastomeric of special composition with texture to assure watertight and permanent seal.
3. Quality: Smooth surfaces, free from blisters, porosity and other imperfections. Resistant to sewage, industrial wastes, oils and groundwater.
4. Tensile Strength: Minimum 1,200 psi and not less than 80 percent of original strength after accelerate aging.

2.2 Framing and Grates

A. All essential details of design shall conform to the Drawings. Standard castings differing in non-essential details are subject to approval by the Engineer.

B. All frames and grates shall be made of cast iron and shall have machined bearing surfaces to prevent rocking under traffic.

C. Constructed to support an HS-25 wheel loading.

2.3 Masonry

A. Brick:
   1. Sound, hard, uniformly burned, regular and uniform in shape and size, compact texture, and satisfactory to the Architect/Engineer.
   2. Immediately remove rejected brick from the work.

B. Mortar:
   1. Composition (by volume):
      a. 1 part portland cement
      b. 1/2 part hydrated lime
      c. 4-1/2 parts sand

   2. The proportion of cement to lime may vary from 1:1/4 for hard brick to 1:3/4 for softer brick, but in no case shall the volume of sand exceed 3 times the sum of the volume of cement and lime.

C. Cement:
   1. Shall be Type II portland cement

D. Hydrated Lime:
   1. Shall be Type S

E. Sand:
   1. Shall consist of inert natural sand
   2. Grading

Sieve	Percent Passing
#3/8	100
4	95-100
8	80-100
16	50-85
50	10-30
100	2-10
Fineness Modulus	2.3 - 3.1

PART 3 - EXECUTION

3.1 Performance

A. Precast Catch basin and Drain Manhole Sections:
   1. Perform jointing in accordance with manufacturer's recommendations and as approved by the Architect/Engineer.
   2. Install barrels and tops level and plumb.

3. Make all joints water tight.
4. Wrap structures with 3 layers of 6 mil polyethylene sheeting from the top of the cone to a point at least 6 inches below the first joint in the structure.
5. Solidly fill annular spaces around pipes entering the catch basin with non-shrink grout or other material approved by the Architect/Engineer.
6. When necessary, cut openings carefully to prevent damage to barrel sections and tops. Damaged barrel sections and tops shall be replaced by the Contractor at no additional expense to the Owner.

B. Adjustment to Grade:
1. If necessary, adjust tops of catch basins and drain manholes to grade with brick masonry.
2. Concrete rings are not acceptable for adjusting to grade.

C. Pipe Connections to Structures: Connect pipes to structures with joint design and materials approved by the Engineer.

D. Masonry:
1. Laying Brick:
   a. Use only clean bricks in brickwork for catch basins.
   b. Moisten the brick by suitable means until they are neither so dry as to absorb water from the mortar nor so wet as to be slippery when laid.
   c. Lay each brick in a full bed and joint of mortar without requiring subsequent grouting, flushing, or filling, and thoroughly bond as directed.
   d. Construct all joints in a neat workmanlike manner, construct the brick surfaces inside the manholes so they are smooth with no mortar extending beyond the bricks and no voids in the joints. Maximum mortar joints shall be 1/2 inch.

2. Curing:
   a. Protect brick masonry from drying too rapidly by using burlaps which are kept moist, or by other approved means.
   b. Protect brick masonry from the weather and frost as required.

E. Frames and Grates:
1. Set all frames in a full bed or mortar, true to grade and concentric with the catch basin opening.
2. Completely fill all voids beneath the bottom flange to make a watertight fit.
3. Place a ring of mortar at least one inch thick around the outside of the bottom flange, extending to the outer edge of the catch basin all around its circumference.
4. Clean the frame seats before setting the covers in place.

END OF SECTION

DIVISION 35

35 43 53.14 Precast Concrete Launch Planks

SECTION 35 43 53.14

PRECAST CONCRETE LAUNCH PLANKS

PART 1 – GENERAL

1.1 Section Requirements

A. Submittals: Items to be submitted include the size and type of Contractor's equipment to be used to lift, transport, and place Owner supplied concrete launch planks. Contractor shall certify that the launch ramp base under the planks complies with the grades and elevations shown on the plans.

B. Work: Work includes the handling and installation of precast concrete launch planks on the prepared compacted base of the launch ramp.

1.2 Description of Work

Work under this section includes:

A. Loading and transporting precast concrete planks and associated hardware from the Maine Department of Fisheries & Wildlife Governor Hill Engineering Facility at 2 Hatchery Road Augusta, Maine to the job site.

B. The furnishing and installation of precast concrete curbs as indicated here and on the drawings.

C. Installation of precast concrete planks as indicated here and on the drawings.

1.3 Quality Assurance

A. Contractor shall inspect each precast concrete plank at the point of pickup, and shall ensure that each plank is in good condition with all hardware intact and all surfaces and grooves clean and neat with no honeycombing, spalling or cracks.

B. If the Owner/Engineer rejects any planks at the construction site because they do not meet this standard of quality, it shall be the Contractor’s responsibility to remove and properly dispose of the rejected materials and to purchase and deliver acceptable planks to the job site at no additional cost to the Owner.

C. Any damage caused to existing or new planks as a result of Contractor activity shall be repaired, to the satisfaction of the Owner, by the Contractor, at no additional cost to the Owner.

1.4 **Job Conditions**

A. Contractor shall furnish suitable equipment with operator to pick up precast concrete planks and hardware. Contractor shall be responsible for moving planks into his vehicle and for offloading the materials at the job site.

B. Contractor shall give at least two working days advance notice to the Engineering Division to pickup of materials. Call Rick Parker at (207) 287-5218 or cell (207) 592-2207 to arrange pick up time for planks.

PART 2 – PRODUCTS

2.1 **Precast Concrete Planks**

A. The concrete planks shall comply with ACI 318-16.

B. Average strength of concrete shall be 5,000 psi at 28 days.

C. Planks shall be supplied by the Owner. The standard six-foot precast concrete planks measure 3’-0” wide x 0’-9” thick x 6’-0” long. The standard twelve-foot planks measure 3'-0" wide x 0'-9" thick x 12'-0" long, and weigh approximately 4,000 lbs.

Planks	
6' Precast Concrete Planks	**4**
12' Precast Concrete Planks	**30**

2.2 **Fittings**

A. Each pair of connecting planks shall include hardware provided by Owner.

PART 3 - EXECUTION

3.1 **Subgrade Preparation**

Where the subgrade material is found to be of poor supporting value or of rock, the foundation shall be conditioned by removing the existing subgrade material by undercutting to the depth as directed by the Engineer and backfilling with either a suitable local material secured from unclassified excavation or borrow excavation at the nearest accessible location, or foundation conditioning material consisting of gravel base or subbase material, as approved by the Engineer. The selection of the type of backfill material to be used for subgrade conditioning will be made by the Engineer. Mechanical compaction below water is not required.

3.2 Subbase And Base Installation

Subbase and base will comply with the plans and Section 31 23 00 of this specification.

3.3 Installation Of Precast Concrete Planks

A. Install curbing prior to planks.

B. The profile of new planks shall follow the profile of the grade shown on the drawings.

C. Connect each pair of longitudinally abutting planks with two ½" x 2" hexagonal head galvanized machine bolts with hexagonal head nuts. Stagger the alignment of the plank connection bars so that a relatively straight alignment of the ramp is achieved. Make the laterally abutting planks butt to each other such that there is not more than 1 inch of clearance between ends. Vertical alignment shall be within 1 inch of established grade. There shall be no more than 1 inch difference in top elevation of abutting planks.

D. Hollow places between planks shall be filled with 3/4” crushed stone as directed by the Engineer.

END OF SECTION

Appendix A

Department of Environmental Protection Permit-by-Rule

06-096 **DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Chapter 305: **NATURAL RESOURCES PROTECTION ACT - PERMIT BY RULE**

TABLE OF CONTENTS

Chapter 305: PERMIT BY RULE

1. Introduction. A "permit by rule" or "PBR", when approved by the Department of Environmental Protection (DEP), is an approval for an activity that requires a permit under the Natural Resources Protection Act (NRPA). Only those activities described in this chapter may proceed under the PBR process. A PBR activity will not significantly affect the environment if carried out in accordance with this chapter, and generally has less of an impact on the environment than an activity requiring an individual permit. A PBR satisfies the Natural Resources Protection Act (NRPA) permit requirement and Water Quality Certification requirement.

If a proposed activity is not described in this chapter, or will not be conducted in accordance with the standards of this chapter, the applicant must obtain an individual permit prior to beginning the activity.

A. Location of activity. The location of an activity may affect whether an activity qualifies for PBR, and whether review by the Department of Inland Fisheries and Wildlife is required.

(1) Type of resource. For some types of activities, the availability of a PBR is affected by the type of natural resource in or adjacent to which the activity is proposed. For example, an applicant proposing an activity consisting of "Movement of rocks or vegetation" may receive a PBR only if the activity will take place in a great pond, river, stream or brook. Limitations concerning the location of activities are addressed in the "Applicability" provision in each section of this chapter.

(2) Essential habitat. Essential habitats include areas critical to the survival of threatened and endangered species such as the bald eagle, least tern, roseate tern, and piping plover. If the activity is located in essential habitat, such as near an eagle nesting site, a PBR is only available if the applicant obtains written approval from the Department of Inland Fisheries and Wildlife (IF&W). This approval from IF&W must be submitted to the DEP with the PBR notification form, and the applicant must follow any conditions stated in the IF&W approval.

NOTE: Maps showing areas of essential habitat are available from the Department of Inland Fisheries and Wildlife regional headquarters, municipal offices, the Land Use Regulation Commission (for unorganized territories) and DEP regional offices. If the activity is located in essential habitat, IF&W must be contacted to request and obtain a "certification of review and approval".

B. Notification. The applicant must file notice of the activity with the DEP prior to beginning work on the activity. The notification must be on a form provided by the DEP and must include any submissions required in this chapter. The applicant must keep a copy to serve as the permit.

The notification form must be sent to the DEP by certified mail (return receipt requested), or hand delivered to the DEP and date stamped by the department. By signing the notification form, the applicant is representing that the activity will meet the applicability requirements and standards of the rule. In addition, by signing the notification form the applicant represents that the applicant has sufficient title, right, or interest in the property where the proposed activity is to take place.

C. Effective period

(1) Beginning of period. The PBR becomes effective 14 calendar days after the DEP receives the notification form, unless the DEP approves or denies the PBR prior to that date. If the DEP does not speak with or write to the applicant within this 14 day period regarding the PBR notification, the applicant may proceed to carry out the activity.

There are three exceptions regarding the effective date of an approved PBR:

(a) Activities listed in Section 10 (Stream crossings) occurring in association with forest management are exempt from the 14 day waiting period.

(b) Activities listed in Section 10 (Stream crossings) performed or supervised by individuals currently certified in erosion control practices by the DEP are exempt from the 14 day waiting period. To be certified in erosion control practices, an individual must successfully complete all course requirements of the Voluntary Contractor Certification Program administered by the DEP's Nonpoint Source Training and Resource Center.

(c) Activities that are part of a larger project requiring a permit under the Site Location of Development or the Storm Water Management Acts may not proceed until any required permit under those laws is obtained.

NOTE: Activities that are part of a larger project may require other permits from the DEP also. These other laws may prohibit the start of construction of any part of the project unless a permit under that law is obtained. In these cases, while not a violation of this rule, starting work on a PBR approved activity would be a violation of those other applicable laws.

(2) End of period. The PBR is generally effective for 2 years from the date of approval, except that a PBR for "Replacement of structures" under Section 4 is effective for 3 years.

NOTE: Activities that qualify under this chapter may need to meet other local, state and federal requirements. Examples -- (1) If an activity extends below the low water line of a lake, coastal wetland or international boundary water, the applicant should contact the Bureau of Parks and Lands (287-3061) concerning possible lease or easement requirements, or (2) If an activity will involve work below the mean high water line in navigable waters of the United States, the applicant should contact the Army Corps of Engineers (623-8367).

D. Discretionary authority. Notwithstanding compliance with the PBR applicability requirements and standards set forth in this chapter, the DEP may require an individual permit application to be filed in any case where credible evidence indicates that the activity:

(1) May violate the standards of this rule or the NRPA (38 M.R.S.A. Section 480-D);

(2) Could lead to significant environmental impacts, including cumulative impacts; or

(3) Could adversely impact a resource of special concern.

If an individual permit is required pursuant to this subsection, the DEP shall notify the applicant in writing within the 14 calendar day waiting period described in sub-section (C) above. When

the DEP notifies an applicant than an individual permit is required, no work may be conducted unless and until the individual permit is obtained.

E. Violations. A violation of law occurs when a person, or his or her agent, performs or causes to be performed any activity subject to the NRPA without first obtaining a permit from the DEP, or acts contrary to the provisions of a permit. The person, his or her agent, or both, may be held responsible for the violation. Commonly, the "person" is the landowner, and the "agent" is the contractor carrying out the activity. A violation occurs when:

(1) An activity occurs that is not allowed under PBR, whether or not a PBR notification form has been filed with and/or approved by the DEP;

(2) An activity occurs that is allowed under PBR, but a PBR for the activity has not become effective prior to the beginning of the activity; or

(3) An activity occurs that is allowed under PBR and a PBR for the activity is in effect, but the standards specified in this chapter are not met.

See the "applicability" provision under each activity for rules concerning what activities are allowed under PBR. A PBR is only valid for the person listed on the notification form, or for his or her agent.

Each day that a violation occurs or continues is considered a separate offense. Violations are subject to criminal penalties and civil penalties of not less than $100 nor more than $10,000 for each day of that violation (38 M.R.S.A. Section 349).

NOTE: A local Code Enforcement Officer (CEO) may take enforcement action for a violation of the Natural Resources Protection Act if he or she is authorized to represent a municipality in District Court, and he or she has been certified as familiar with court procedures, 30-A M.R.S.A. Section 4452(7).

15. Public boat ramps

A. Applicability

(1) This section applies to the construction of a new, or the replacement of an existing, public boat ramp or carry-in launch area, including associated parking and accessways, in or adjacent to a protected natural resource by a public natural resource agency, Maine Department of Transportation, municipality, or owners of a federally licensed hydropower project within the resource affected by the hydropower project. This section does not apply if a portion of the ramp or related facilities is located in, on or over emergent marsh vegetation or intertidal mudflat.

(2) This section applies to the construction of up to 2 launch lanes at a facility provided no more than 2 lanes exist or will exist at the completion of the activity.

(3) This section does not apply to a new boat ramp on a lake infested with aquatic invasive plants, as defined in 38 M.R.S.A. Section 410-N. The Department of Environmental Protection identifies and maintains a list of these infested lakes.

NOTE: A permit will be required from the US Army Corps of Engineers for the following types of projects:

(a) Any activity involving open trench excavation in a waterbody;

(b) Any activity in coastal waterways;

(c) Any activity within a river, stream or brook between October 2 and July 14; or

(d) Any activity involving work in waterways designated as Essential Fish Habitat for Atlantic salmon including all aquatic habitats in the watersheds of the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for salmon migration: St. Croix, Boyden, Dennys, Hobart Stream, Aroostook, East Machias, Machias, Pleasant, Narraguagus, Tunk Stream, Patten Stream, Orland, Penobscot, Passagassawaukeag, Union, Ducktrap, Sheepscot, Kennebec, Androscoggin, Presumpscot, and Saco River.

A copy of the permit by rule notification form and original photographs, not photocopies, should be submitted to the Corps of Engineers for these activities (US Army Corps of Engineers, 675 Western Avenue, Suite #3, Manchester, ME 04351. Tel. (207) 623-8367).

B. Submissions

(1) The applicant is required to submit photographs of the area in which this activity is proposed.

(2) Photographs showing the finished activity must be submitted within 20 days of the activity's completion. The photographs must be sent with a copy of the notification form or labeled with the applicant's name and the town in which the activity took place.

(3) If the project results in a new or expanded access drive or parking area, the project design plan, erosion control plan and a request for review for an activity on great ponds classified as GPA under 38 M.R.S.A. Section 465-A must be submitted to the DEP's Division of Watershed Management (DWM) prior to submitting the notification form to the DEP. A certification from DWM must be obtained and must be included with the notification form, along with final project plans and the erosion control plan, when it is submitted to the DEP.

(4) If the proposed activity involves work below the mean low water line of a waterbody, the applicant shall submit a copy of the project design plan along with a copy of the notification form to the Department of Conservation, Bureau of Parks and Lands, Submerged Lands Program (State House Station #22 Augusta, Maine 04333) at the time the notification form is submitted to the DEP. Work on the activity may not begin until a lease or easement is obtained or the Bureau of Parks and Lands has provided notification that one is not necessary.

NOTE: Processing of a request for a lease or easement may require several weeks of review by the Bureau of Public Lands.

(5) If the proposed activity is located within a coastal wetland area, the applicant shall submit, along with the notification form, a letter from both the Department of Inland Fisheries and

Wildlife and the Department of Marine Resources that describes times of the year in which the construction of the boat ramp may occur.

(6) If the proposed activity is located within a freshwater wetland, great pond, river, stream or brook, the applicant shall submit, along with the notification form, a letter from the Department of Inland Fisheries and Wildlife that describes times of the year in which the construction of the boat ramp may occur.

C. Standards

(1) The erosion control plan must be followed. Erosion of soil or fill material from disturbed areas into the resource must be prevented. The following measures must be taken:

(a) Staked hay bales or silt fence must be properly installed between the area of soil disturbance and the resource before the activity begins;

(b) Hay bales or silt fence barriers must be maintained until the disturbed area is permanently stabilized;

(c) Within 7 calendar days following the completion of any soil disturbance, and prior to any storm event, mulch must be spread on any exposed soils;

(d) All disturbed soils must be permanently stabilized; and

(e) Within 30 days of final stabilization of the site, any silt fence must be removed.

NOTE: For guidance on erosion and sedimentation controls, consult the Maine Erosion and Sediment Control BMPs, dated March 2003. This handbook and other references are available from the DEP.

(2) A hard-surfaced launch must be used where boats will be launched from trailers, and must meet the following specifications:

(a) The underwater portions of the ramp, at the time of construction, must be constructed of reinforced precast concrete planks, panels or slabs;

(b) The portion of the ramp used by the towing vehicle may not have a slope that exceeds 15%; the portion of the ramp used by the trailer only may not have a slope that exceeds 20%;

(c) The width of the hard surfaced launch lane(s) may not exceed 20 feet as measured parallel to shore;

(d) The upper most 6 inches of the base must consist of crushed rock or crushed or screened gravel having 5% or less passing a 200 mesh sieve; and

(e) Fill slopes at or below the normal high water line must be protected with riprap. Riprap installation must meet the standards for riprap in PBR Section 8, "Shoreline stabilization".

(3) An additional area of up to 8 feet wide as measured parallel to shore may be constructed using bituminous pavement, precast concrete planks, panels or slabs to support docking systems.

(4) A carry-in launch area for small boats must:

(a) Consist of gravel, rock, sand, vegetation, or other erosion resistant materials;

(b) Have a grade not exceeding 18%; and

(c) Be Limited, below the low water line, to constructing a path up to 6 feet wide, measured parallel to shore, consisting of cobble, rock or concrete planks, to access deeper water to float watercraft.

(5) A vegetated buffer zone at least 25 feet in width must be maintained between any new or expanded parking area and the waterbody.

(6) A parking area or access road may not be located in a protected natural resource, except that an access roadway may cross a stream if the requirements of PBR Section 10 "Stream crossings" are met.

(7) Any new or expanded parking area or roadway must divert stormwater runoff away from the ramp to an area where it may infiltrate into the ground before reaching the waterbody.

(8) Machinery may operate below the water line only when necessary to excavate or place material below the existing water level and must travel and operate on temporary mats or portions of the ramp that have been constructed.

(9) Timing of the activity must conform to the recommendations of biologists from the Department of Inland Fisheries and Wildlife or the Department of Marine Resources, as appropriate, as described in letters submitted along with the notification form.

(10) Any debris generated during the work must be prevented from washing downstream and must be removed from the wetland or water body. Disposal of debris must be in conformance with Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A Section 1301 *et seq.*

(11) Uncured concrete may not be placed directly into the water. Concrete must be pre-cast and cured at least three weeks before placing in the water or, where necessary, must be placed in forms and cured at least one week before the forms are removed. No washing of tools, forms, etc. may occur in or adjacent to the waterbody or wetland.

(12) The use of untreated lumber is preferred. Lumber pressure-treated with chromated copper arsenate (CCA) may be used only if necessary and only if use is allowed under federal law and not prohibited from sale under 38 M.R.S.A. 1682, and provided it is cured on dry land in such a manner as to expose all surfaces to the air for a period of at least 21 days prior to construction. Wood treated with creosote or pentachlorophenol shall not be used where it will contact water.

D. Definitions. The following terms, as used in this chapter, have the following meanings, unless the context indicates otherwise:

(1) **Emergent marsh vegetation**. Plants that are erect, rooted and herbaceous, and that may be temporarily to permanently flooded at the base, but do not tolerate prolonged inundation of the entire plant; (e.g. cattails, saltmarsh cordgrass).

(2) **Public natural resource agency**. The Maine Department of Inland Fisheries and Wildlife, the Maine Department of Marine Resources, the Maine DEP, the Maine Department of Conservation, the United States Fish and Wildlife Service, the United States Forest Service, the United States Natural Resources Conservation Service and County Soil and Water Conservation Districts.

(3) **Project design plan**. A detailed plan of the proposed activity indicating all dimensions (width, height, length) relative to the mean low water mark, and including any appurtenant structures that may be seasonal in nature.

Appendix B

Department of Environmental Protection Stormwater Permit

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

DEPARTMENT ORDER

IN THE MATTER OF

MAINE DEPARTMENT OF INLAND FISHERIES & WILDLIFE Winthrop, Kennebec County ANNABESSACOOK LAKE BOAT LAUNCH L-29303-NB-A-N (approval)	) STORMWATER MANAGEMENT LAW)))) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S. § 420-D, Chapters 500 and 502 (06-096 C.M.R. ch.500 and 502, last amended August 12, 2015), and Chapter 501 (06-096 C.M.R. ch. 501, last amended May 22, 2016) of the Department's Regulations, the Department of Environmental Protection (Department) has considered the application of the MAINE DEPARTMENT OF INLAND FISHERIES & WILDLIFE (applicant) with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. Summary: The applicant proposes to construct a stormwater management system to treat runoff associated with the construction of a public boat launching facility consisting of a concrete boat ramp, a 1,937-foot-long access road, a total of 19 parking spaces for trailered vehicles, one parking space for a non-trailered vehicle, one boat inspector parking space, and a paved pedestrian path. The project will result in 3.40 acres of developed area, including 1.48 acres of impervious area. The proposed project is shown on a set of plans entitled, "Construction Drawings, Annabessacook Lake Boating Facility," consisting of 15 sheets prepared by Pine Tree Engineering, Inc., dated July 20, 2021 and revised August 18, 2021. Sheets 2, 9–12, and 15 were further revised on November 12, 2021. The project site is located off Holmes Road, on the east shore of Annabessacook Lake, in the Town of Winthrop.

The applicant submitted a Permit by Rule notification (PBR #73176) pursuant to the Natural Resources Protection Act to construct the proposed boat ramp and associated activities within and adjacent to a great pond. The Department accepted PBR #73176 on September 8, 2021.

The applicant also submitted a Notice of Intent (NOI #72904) to comply with the requirements of the Maine Construction General Permit. The Department accepted NOI #72904 on August 4, 2021.

B. Current Use of the Site: The site of the proposed project is a 13.10-acre parcel of land that is currently forested. There are no structures on the property except for a primitive gravel road. The parcel is identified as Lot 53A on Map 5 of the Town of Winthrop's tax maps.

2. STORMWATER STANDARDS:

The proposed project includes approximately 3.40 acres of developed area, including 1.48 acres of impervious area. It lies within the watershed of Annabessacook Lake, a lake most at risk from new development. The applicant submitted a stormwater management plan based on the Basic and Phosphorus Standards contained in Department Rules, Chapter 500. The proposed stormwater management system consists of two grassed underdrained soil filters, a forested buffer with level spreader, a forested buffer located adjacent to impervious area, and conveyance structures.

A. Basic Standards:

(1) Erosion and Sedimentation Control: The applicant submitted an Erosion and Sedimentation Control Plan that is based on the performance standards contained in Appendix A of Chapter 500 and the Best Management Practices outlined in the Maine Erosion and Sediment Control BMPs, which were developed by the Department. This plan and plan sheets containing erosion control details were reviewed by, and revised in response to the comments of, the Bureau of Land Resources (BLR).

Erosion control details will be included on the final construction plans and the erosion control narrative will be included in the project specifications to be provided to the construction contractor.

(2) Inspection and Maintenance: The applicant submitted a maintenance plan that addresses both short and long-term maintenance requirements. The maintenance plan is based on the standards contained in Appendix B of Chapter 500. This plan was reviewed by, and revised in response to the comments of, BLR. The applicant will be responsible for the maintenance of all common facilities including the stormwater management system.

(3) Housekeeping: The proposed project will comply with the performance standards outlined in Appendix C of Chapter 500.

Based on BLR's review of the erosion and sedimentation control plan and the maintenance plan, the Department finds that the proposed project meets the Basic Standards contained in Chapter 500, § 4(B).

B. Phosphorus Standards:

Because the proposed project is located in the watershed of Annabessacook Lake, stormwater runoff from the project site will be treated to meet the Phosphorus Standards outlined in Chapter 500, § 4(D). The applicant's phosphorus control plan was developed using methodology developed by the Department and outlined in "Phosphorus Control in Lake Watersheds: A Technical Guide for Evaluating New Development." For this project, the Project Phosphorus Budget is 0.38 pounds of phosphorus per year. The applicant proposes to remove phosphorus from the project's stormwater runoff by

utilizing two grassed underdrained soil filters and two forested buffers, as shown on the set of plans referenced in Finding 1, and as shown on one additional plan entitled, "Stormwater Treated / Untreated Schematic Plan," prepared by Pine Tree Engineering, Inc. and last revised August 18, 2021. The Predicted Phosphorus Export for the project site based on the applicant's model is 1.04 pounds of phosphorus per year. The proposed stormwater treatment will not be able to reduce the export of phosphorus in the stormwater runoff below the maximum permitted phosphorus export for the site.

After considering utilizing additional, conventional on-site phosphorus control measures, the applicant indicated that it is unable to meet the Phosphorus Standard because of site constraints. Therefore, the applicant is addressing the remaining phosphorus reduction requirements of Chapter 500 through the payment of a compensation fee. To utilize the compensation fee, the applicant must demonstrate that the stormwater management system provides a minimum of 50% removal of phosphorus. The proposed stormwater management system for this site will provide a phosphorus treatment and removal rate of approximately 61%. In order to compensate for the excess phosphorus export of 0.66 pounds per year, the applicant proposes to submit a payment of $15,938.00 to the Cobbossee Watershed District (CWD) to be utilized at other sites in the Annabessacook Lake watershed to reduce phosphorus exports to the pond. The applicant must submit the payment to CWD prior to the start of construction.

The forested, limited disturbance stormwater buffers will be protected from alteration through the execution of a deed restriction. The applicant proposes to use the deed restriction language contained in Appendix G of Chapter 500. The deed restriction must have attached to it a plot plan, drawn to scale, that specifies the location of the buffers on the parcel. Prior to the start of construction, the location of the forested buffers must be temporarily marked on the ground. Prior to public use of the boating facility, the applicant must execute and record the buffer deed restrictions and permanently mark the forested buffers on the ground. The applicant must submit a copy of the recorded deed restriction, including the plot plan, to the BLR within 60 days of its recording.

The stormwater management system proposed by the applicant was reviewed by, and revised in response to comments from, BLR. After a final review, BLR commented that the proposed stormwater management system is designed in accordance with the Chapter 500 Phosphorus Standards and recommended that the applicant's design engineer or other qualified professional oversee construction of the stormwater management system to ensure that it is installed in accordance with the details and notes specified on the approved plans. Within 30 days from completion of the entire system or if the project takes more than one year to complete, at least once per year, the applicant must submit an as-built plan and a log of inspection reports detailing the items inspected, photographs taken, and the dates of each inspection to the BLR for review.

Based on the stormwater system's design and BLR's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500 Basic and Phosphorus Standards.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. § 420-D, and Chapters 500, 501 and 502 of the Department's Regulations:

A. The applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500 Basic Standards for: (1) erosion and sediment control; (2) inspection and maintenance; (3) housekeeping; and (4) grading and construction activity.

B. The applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500 Phosphorus Standards provided that the applicant meets the requirements of Finding 2B and the corresponding conditions below.

THEREFORE, the Department APPROVES the above noted application of the MAINE DEPARTMENT OF INLAND FISHERIES & WILDLIFE to construct a stormwater management system to treat runoff from a boating facility as described above, SUBJECT TO THE FOLLOWING CONDITIONS, and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.

2. In addition to any specific erosion control measures described in this order, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.

3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

4. Prior to the start of construction, the applicant shall submit a payment in the amount of $15,938.00 to the Cobbossee Watershed District.

5. Prior to the start of construction, the location of the two forested buffers shall be temporarily marked on the ground. Prior to public use of the boating facility, the location of the buffers shall be permanently marked on the ground.

6. The applicant shall execute and record the stormwater buffer deed restrictions, including a plot plan showing the location of the buffers on the parcel, prior to opening the boating facility to public use. The applicant shall submit a copy of the recorded deed restriction, including the plot plan, to the BLR within 60 days of its recording.

7. The applicant shall retain the design engineer or other qualified professional to oversee the construction of the stormwater management structures according to the details and notes specified on the approved plans. Within 30 days of completion of the entire system or if the project takes more than one year to complete, at least once per year, the applicant

shall submit an as-built plan and a log of inspection reports detailing the items inspected, photographs taken, and dates of each inspection to the BLR for review.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 19TH DAY OF JANUARY, 2022.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: _____
For: Melanie Loyzim, Commissioner

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

JEM/L29303AN/ATS#87907

FILED
January 24th, 2022
State of Maine
Board of Environmental Protection

STORMWATER STANDARD CONDITIONS

STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL

Standard conditions of approval. Unless otherwise specifically stated in the approval, a department approval is subject to the following standard conditions pursuant to Chapter 500 Stormwater Management Law.

(1) Approval of variations from plans. The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the permittee. Any variation from these plans, proposals, and supporting documents must be reviewed and approved by the department prior to implementation. Any variation undertaken without approval of the department is in violation of 38 M.R.S. §420-D(8) and is subject to penalties under 38 M.R.S. §349.

(2) Compliance with all terms and conditions of approval. The applicant shall submit all reports and information requested by the department demonstrating that the applicant has complied or will comply with all terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.

(3) Advertising. Advertising relating to matters included in this application may not refer to this approval unless it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.

(4) Transfer of project. Unless otherwise provided in this approval, the applicant may not sell, lease, assign, or otherwise transfer the project or any portion thereof without written approval by the department where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval may only be granted if the applicant or transferee demonstrates to the department that the transferee agrees to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant. Approval of a transfer of the permit must be applied for no later than two weeks after any transfer of property subject to the license.

(5) Time frame for approvals. If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the department for a new approval. The applicant may not begin construction or operation of the project until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.

(6) Certification. Contracts must specify that "all work is to comply with the conditions of the Stormwater Permit." Work done by a contractor or subcontractor pursuant to this approval may not begin before the contractor and any subcontractors have been shown a copy of this approval with the conditions by the permittee, and the permittee and each contractor and subcontractor has certified, on a form provided by the department, that the approval and conditions have been received and read, and that the work will be carried out in accordance with the approval and conditions. Completed certification forms must be forwarded to the department.

(7) Maintenance. The components of the stormwater management system must be adequately maintained to ensure that the system operates as designed, and as approved by the Department. If maintenance responsibility is to be transferred from the permittee to another entity, a transfer request must be filed with the Department which includes the name and contact information for the person or entity responsible for this maintenance. The form must be signed by the responsible person or agent of the responsible entity.

(8) Recertification requirement. Within three months of the expiration of each five-year interval from the date of issuance of the permit, the permittee shall certify the following to the department.

(a) All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.

(b) All aspects of the stormwater control system are operating as approved, have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the system, or portions of the system, as necessary.

(c) The stormwater maintenance plan for the site is being implemented as approved by the Department, and the maintenance log is being maintained.

(d) All proprietary systems have been maintained according to the manufacturer's recommendations. Where required by the Department, the permittee shall execute a 5-year maintenance contract with a qualified professional for the coming 5-year interval. The maintenance contract must include provisions for routine inspections, cleaning and general maintenance.

(e) The Department may waive some or all of these recertification requirements on a case-by-case basis for permittees subject to the Department's Multi-Sector General Permit ("MSGP") and/or Maine Pollutant Discharge Elimination System ("MEPDES") programs where it is demonstrated that these programs are providing stormwater control that is at least as effective as required pursuant to this Chapter.

(9) Transfer of property subject to the license. If any portion of the property subject to the license containing areas of flow or areas that are flooded are transferred to a new property owner, restrictive covenants protecting these areas must be included in any deeds or leases, and recorded at the appropriate county registry of deeds. Also, in all transfers of such areas and areas containing parts of the stormwater management system, deed restrictions must be included making the property transfer subject to all applicable terms and conditions of the permit. These terms and conditions must be incorporated by specific and prominent reference to the permit in the deed. All transfers must include in the restrictions the requirement that any subsequent transfer must specifically include the same restrictions unless their removal or modification is approved by the Department. These restrictions must be written to be enforceable by the Department, and must reference the permit number.

(10) Severability. The invalidity or unenforceability of any provision, or part thereof, of this permit shall not affect the remainder of the provision or any other provisions. This permit shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Bureau of Land and Water Quality 17 State House Station Augusta, Maine 04333-0017 Telephone: 287-2111 or 287-3901	**FOR DEP USE ONLY** Permit Number: #L- _____ Date received: _____

CERTIFICATION – Stormwater Management law

Work done by a contractor or subcontractor pursuant to an approval under the Stormwater Management Law may not begin before the contractor and any subcontractors have been shown a copy of the approval with conditions by the developer, and the owner and each contractor and subcontractor have certified, on a form provided by the department, that the approval and conditions have been received and read, and the work will be carried out in accordance with the approval and conditions. Completed certifications forms must be forwarded to the department. See 06-096 CMR 500(9)(A)(7).

This certification form must be completed as provided above. Separate forms may be submitted for each person, or persons may be listed on a single form. List the name, address, phone number, of each person signing the form.

I certify that I have personally received and read the approval and conditions described below, and that the work will be carried out in accordance with the approval and conditions.

Name (typed or printed), address, and phone number :	
Signature:	

Name (typed or printed), address, and phone number:	
Signature:	

Name (typed or printed), address, and phone number:	
Signature:	

Name of Applicant: _____

Town where project located: _____

Type of project: _____

Permit number: _____

This form must be sent to the Department of Environmental Protection, Bureau of Land and Water Quality, 17 State House Station, Augusta, Maine 04333.

Appendix C

U.S. Army Corps of Engineers Permit

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

REPLY TO
ATTENTION OF

March 3, 2022

Regulatory Division
CENAE-RDC
CORPS PERMIT#: NAE-2021-02285

Diano Circo
41 State House Station
Augusta, Maine 04333-0041

Dear Mr. Circo,

We recently reviewed your proposal to permanently fill approximately 1,554 square feet of waterbottom below the ordinary high water mark of Annabessacook Lake associated with the construction of a boat ramp in Winthrop, Maine as shown in the attached plans entitled "Annabessacook Lake Boating Facility," dated March 10, 2021 and August 25, 2021.

On October 14, 2020, we issued the Maine General Permits that, subject to our discretion, eliminate the need for individual Department of the Army permits for certain work that is regulated by the State of Maine.

Your project as proposed as shown on the plans received by the Corps qualifies for self-verification under Maine General Permit 12. No further action is necessary from the Corps on this project.

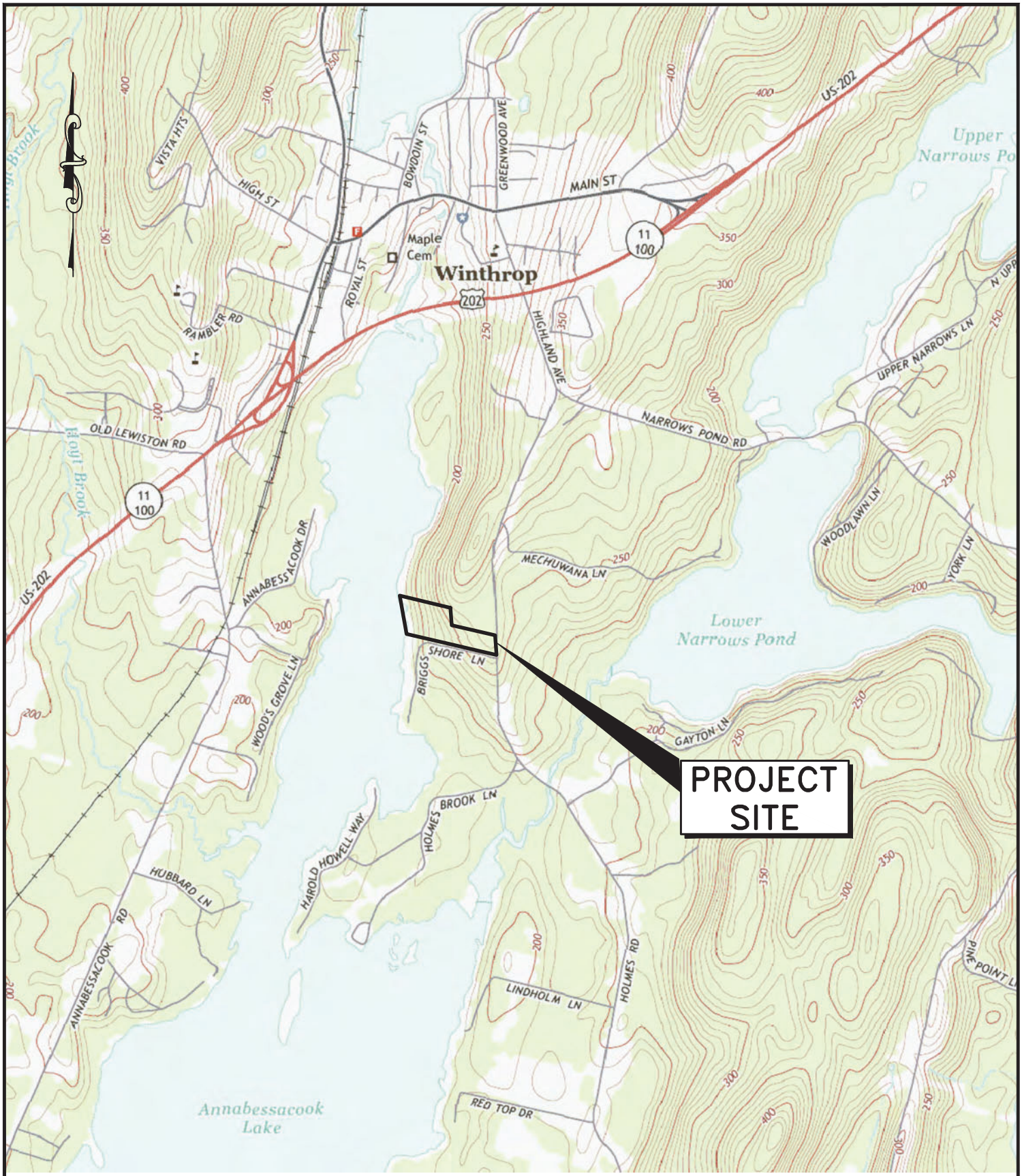
Please note that all work is subject to the conditions contained in the general permits. No work may be started unless and until all other required local, State, and Federal licenses and permits have been obtained. If any change in the plans or construction methods is found necessary, please contact us immediately to discuss modification of your permit. Any change must be approved before it is undertaken.

Please refer to identification number NAE-2021-02285 in any correspondence concerning this project. If you have any questions on this matter, please contact Jana Jacobson of my staff at 978-318-8496 or jana.l.jacobson@usace.army.mil at our Augusta, Maine Project Office.

Good luck with your project.

Sincerely,

For Frank J. Del Giudice
Chief, Permits & Enforcement Branch
Regulatory Division



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Pine Tree Engineering

53 Front Street
Bath, Maine 04530
Tel: (207) 443-1508
Fax: (207) 442-7029

Civil/Environmental Engineering • Surveying

LOCATION MAP

ANNABESSACOOK LAKE BOATING FACILITY

APPLICATION BY: MAINE DEPARTMENT OF INLAND FISHERIES AND WILDLIFE
41 STATE HOUSE STATION
AUGUSTA, MAINE 04333

DATE MARCH 10, 2021

SHEET 1 OF 1

NAE-2021-02285

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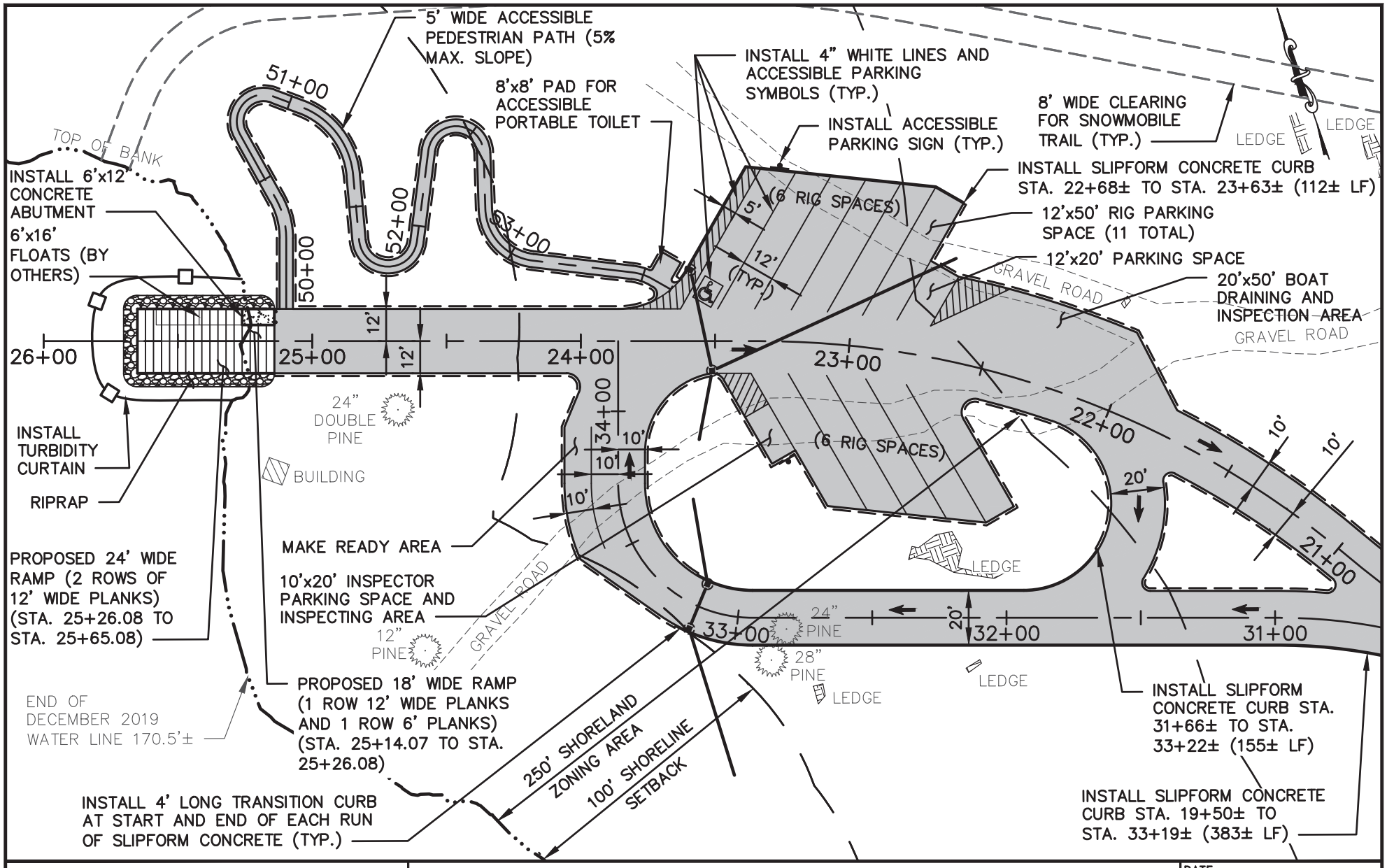

Pine Tree Engineering Civil/Environmental Engineering • Surveying	53 Front Street Bath, Maine 04530 Tel: (207) 443-1508 Fax: (207) 442-7029	PROPOSED SITE PLAN ANNABESSACOOK LAKE BOATING FACILITY	DATE AUGUST 25, 2021
PLACE: HOLMES ROAD TOWN: WINTHROP COUNTY: KENNEBEC STATE: MAINE	APPLICATION BY: MAINE DEPT. OF INLAND FISHERIES AND WILDLIFE 41 STATE HOUSE STATION AUGUSTA, ME 04333	50' 0 50' SCALE: 1" = 50'	EXHIBIT SHEET 2 OF 3

NAE-2021-0228

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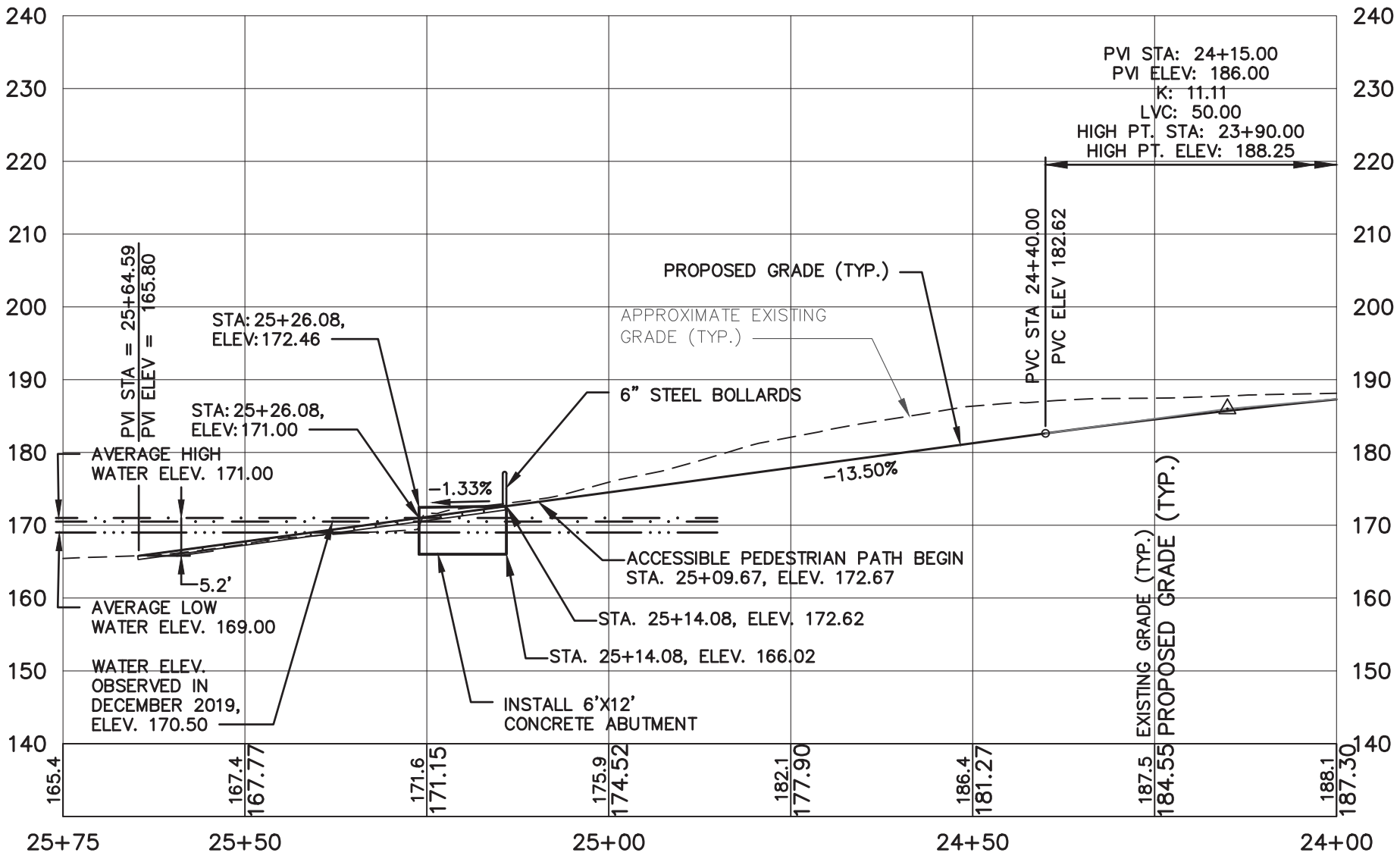

Pine Tree Engineering

53 Front Street
Bath, Maine 04530
Tel: (207) 443-1508
Fax: (207) 442-7029

Civil/Environmental Engineering • Surveying

PROPOSED BOAT LAUNCH PROFILE

ANNABESSACOOK LAKE BOATING FACILITY

DATE: **AUGUST 25, 2021**

PLACE: HOLMES ROAD
TOWN: WINTHROP
COUNTY: KENNEBEC
STATE: MAINE

APPLICATION BY:
MAINE DEPT. OF INLAND FISHERIES AND WILDLIFE
41 STATE HOUSE STATION
AUGUSTA, ME 04333

20' 0 20'
SCALE: 1" = 20' HORIZ. & VERT.

EXHIBIT

NAE-2021-0228

US Army Corps of Engineers ®
New England District

Section VI: Self-Verification Notification Form

(for all tidal and non-tidal projects in Maine subject to Corps jurisdiction)

At least two weeks before work commences, complete all fields (write "none" if applicable) below or use the fillable form found at www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Maine-General-Permit/ The two-week lead time is not required for emergency situations. **Send this form, an Official Species List, and project plans to the following email address: cenae-r-me@usace.army.mil**

Maine Project Office
U.S. Army Corps of Engineers
442 Civic Center Drive, Suite 350
Augusta, Maine 04330

State Permit #: _____
Date of State Permit: _____
State Project Manager: _____

Permittee: _____
Address, City, State, Zip: _____
Email, Phone: _____

Agent: _____
Address, City, State, Zip: _____
Email, Phone: _____

Contractor: _____
Address, City, State, Zip: _____
Email, Phone: _____

Project Name: _____
Address, City, State, Zip: _____
Lat °N, Long °W: _____ Tax Map/Lot: _____
Waterway Name: _____
Description of Work: _____

Proposed Starting Date: _____ Proposed Finish Date: _____

Area of wetland impact (SF): Permanent: _____ Temporary: _____
Area of waterway impact (SF): Permanent: _____ Temporary: _____

Work will be done under the following Section V General Permits (circle all that apply):

I. Inland Waters and wetlands:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
II. Navigable Waters:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23

Have MHPC and all five federally-recognized tribes in Maine been notified of the proposed work? _____Yes _____No

Your signature below, as permittee, indicates that you accept and agree to comply with the terms, eligibility criteria, and general conditions for Self-Verification under the Maine General Permit.

Permittee Signature: _____ Date: _____

Applicant: General Public, State of Maine

Effective Date: October 14, 2020
Expiration Date: October 14, 2025

DEPARTMENT OF THE ARMY
GENERAL PERMITS FOR
THE STATE OF MAINE

The New England District of the U.S. Army Corps of Engineers (Corps) hereby issues 23 General Permits (GPs), listed below, for activities subject to Corps jurisdiction in waters of the United States within the boundaries of the State of Maine including tribal lands, and in adjacent ocean waters to the seaward limit of the outer continental shelf. These GPs are issued in accordance with Corps regulations at 33 CFR 320 – 332 and specifically 33 CFR 325.2(e)(2). These GPs will protect the aquatic environment and the public interest while effectively authorizing activities that have no more than minimal individual and cumulative adverse environmental effects.

I. CORPS JURISDICTION

1. Permits are required from the Corps for the following work:

a. The construction of any structure in, over, or under any navigable water of the U.S. (see 33 CFR 328), the excavating or dredging from or depositing of material in such waters, or the accomplishment of any other work affecting the course, location, condition, or capacity of such waters. The Corps regulates these activities under Section 10 of the Rivers and Harbors Act of 1899 (see 33 CFR 322);

b. The discharge of dredged or fill material and certain discharges associated with excavation into waters of the U.S. including wetlands. The Corps regulates these activities under Section 404 of the Clean Water Act (see 33 CFR 323); and

c. The transportation of dredged material for the purpose of disposal in the ocean. The Corps regulates these activities under Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (see 33 CFR 324).

2. Related laws: Section 408 of the Rivers and Harbors Act of 1899, Section 401 of the Clean Water Act, Section 402 of the Clean Water Act, Section 307(c) of the Coastal Zone Management Act of 1972, Section 106 of the National Historic Preservation Act of 1966, Section 7 of the Endangered Species Act, the Fish and Wildlife Coordination Act of 1956, the Magnuson-Stevens Fishery Conservation and Management Act, Section 302 of the Marine Protection, Research and Sanctuaries Act of 1972, and Section 7(a) of the Wild and Scenic Rivers Act.

II. GENERAL CRITERIA

1. In order for activities to qualify for these General Permits (GPs), they shall meet the GPs terms and eligibility criteria on pages 1-4, all applicable general conditions (GCs) in Section IV, and terms of the Maine General Permits in Section V. Any activity not specifically listed may still be eligible for authorization under these GPs; prospective permittees are advised to contact the Corps for specific eligibility determination.

2. Under these GPs, activities may qualify for the following:

- **SELF-VERIFICATION (SV)**: Notification to the Corps is required at least two weeks before work commences; the Corps will acknowledge receipt and GP eligibility of the SV activity in writing.
- **PRE-CONSTRUCTION NOTIFICATION (PCN)**: Notification to and written verification from the Corps is required. *No work under PCN may proceed until written verification from the Corps is received.*

The thresholds for activities eligible for SV and PCN are defined in the general conditions in Section IV and Maine General Permits in Section V.

3. Prospective permittees shall review:

a. Section I to determine if the activity requires Corps authorization.

b. Sections III , IV, and V to determine if the activity is eligible for authorization under these GPs, and specifically whether it is eligible for SV, or whether a PCN is required.

4. Prospective permittees are encouraged to contact the Corps with questions at any time (U.S. Army Corps of Engineers, Maine Project Office, 442 Civic Center Drive, Suite 350, Augusta, Maine 04330, ph. 207-623-8367). Pre-application meetings, whether arranged by the Corps or requested by a prospective permittee, are encouraged to facilitate the review of projects. Pre-application meetings and/or site visits help streamline the authorization process by alerting the prospective permittee to potentially time-consuming factors that are likely to arise during the evaluation of their project (e.g. avoidance, minimization and compensatory mitigation requirements, historic properties, endangered species, essential fish habitat, vernal pools, and dredging of contaminated sediments).

5. Permittees shall ensure compliance with all applicable GCs in Section IV and GPs in Section V. Non-compliance with these GPs and GCs may subject the permittee to criminal, civil, or administrative criminal penalties, and/or an ordered restoration, and/or the permit may be modified, suspended or revoked by the Corps.

III. PROCEDURES

1. State Approvals. Applicants are responsible for applying for and obtaining any required state or local approvals. Federal and state jurisdiction and review criteria may differ in some instances. State permits may be required for specific projects regardless of the GP category.

In order for authorizations under these GPs to be valid, when any of the following state approvals or statutorily-required reviews is also required, the approvals shall be obtained prior to the commencement of work in Corps jurisdiction:

- Maine Department of Environmental Protection (DEP): Natural Resources Protection Act (NRPA) permit, including permit-by-rule (PBR) and general permit authorizations; Site Location of Development Act permit; Maine Waterway Development and Conservation Act permit; and Maine Hazardous Waste, Septage, and Solid Waste Management Act license.
- Maine Department of Agriculture, Conservation and Forestry: Land Use Planning Commission (LUPC) permit.
- Maine Department of Marine Resources: Aquaculture Leases and Licenses.
- Maine Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands, Submerged Lands: Submerged Lands Lease.

2. How to Obtain/Apply for Corps Authorization.

a. **Self-Verification (SV)**: Prospective permittees shall confirm that the activity meets all the applicable terms and conditions of SV. Consultation with the Corps and/or other relevant federal and state agencies may be necessary to ensure compliance with the applicable general conditions (GCs) and related federal laws such as the National Historic Preservation Act (GC 15), the Endangered Species Act (GC 16), the Magnuson-Stevens Fishery Conservation and Management Act (GC 17), and the Wild and Scenic Rivers Act (GC 13). Activities that are eligible for SV are authorized under these GPs provided the prospective permittee has:

i. Confirmed that the activity meets all applicable terms and conditions of SV.

ii. Provided notifications to the State Historic Preservation Officer (SHPO) (the SHPO in the State of Maine is the Maine Historic Preservation Commission, or MHPC) and all five federally-recognized tribes in the State of Maine (Tribal Historic Preservation Officers, or THPOs) listed in Section VIII before submitting the SV to the Corps in order to be reviewed for the presence of historic, archeological, architectural, or tribal resources in the action area that the activity may affect (see GC 15). Prospective permittees are not required to wait for a response to their notifications before submitting the SV to the Corps.

iii. At least two weeks before work is to commence, submitted to the Corps a Self-Verification Notification Form (SVNF, page 36) with all of the following attachments: location map, project plans, and an Official Species List of federally threatened and endangered species that may occur in the activity's action area and the email address of the person who generated the list (see GC 16).

NOTE: A copy of a state permit application form may be an acceptable surrogate for the SVNF itself; however, the applicant shall not rely on the state permitting agency to provide the Corps a copy of their state permit application.

b. **Pre-Construction Notification (PCN)**: Notification to, and written verification from the Corps is required. For activities that do not qualify for SV or where otherwise required by the terms and conditions of the GPs, the prospective permittee shall submit a PCN and obtain written verification from the Corps before starting work in Corps jurisdiction. The Corps will coordinate review of all PCN activities with other federal and state agencies, as appropriate. The Corps will attempt to issue written verification of the PCN within 60 days of receiving a complete application.

All prospective permittees for PCN activities shall follow the instructions on found on pages 37 – 42, and in particular:

i. Submit directly to the Corps application form *ENG Form 4345* (pages 40 – 42), or the surrogate state permit application form as noted above.

ii. Provide project information outlined on pages 37 – 42 (Content of a Pre-Construction Notification).
iii. Submit an Official Species List of federally threatened and endangered species that may occur in the activity's action area and the email address of the person who generated the list (GC 16).
iv. Provide notifications to the SHPO (MHPC) and all five THPOs in the State of Maine listed in Section VIII before submitting the PCN to the Corps in order to be reviewed for the presence of historic, archeological, architectural, or tribal resources in the action area that the activity may affect (see GC 15). The PCN shall include documentation that MHPC and all of the THPOs were notified (a copy of the prospective permittee's cover letter or emails to MHPC and the THPOs is acceptable). Prospective permittees are not required to wait for a response to their notifications before submitting a PCN to the Corps.

c. **Individual Permit (IP):** Projects that are not eligible for these GPs require an IP (33 CFR 325.5(b)) and prospective permittees shall submit an application directly to the Corps. These GPs do not affect the Corps IP review process or activities exempt from Corps regulation. For general information regarding IPs prospective permittees are encouraged to contact the Corps. ***In addition, the Corps retains discretionary authority on a case-by-case basis to elevate GP-eligible activities to an IP based on concerns for the aquatic environment or for any other factor of the public interest (33 CFR 320.4(a)). Whenever the Corps notifies a prospective permittee that an IP is required, no work in Corps jurisdiction may be conducted until the Corps issues the required authorization in writing indicating that the work may proceed.***

d. **Emergency Situations:** Contact the Corps immediately in the event of an emergency situation for information on the verification process. Emergency situations are limited to sudden, unexpected occurrences that could potentially result in an unacceptable hazard to life, a significant loss of property, or an immediate, unforeseen, and significant economic hardship if corrective action requiring a permit is not undertaken within a time period less than the normal time needed to process an application under standard procedures. Emergency work is subject to the same terms and conditions of these GPs as non-emergency work, and similarly, must qualify for authorization under these GPs; otherwise an IP is required. The Corps will work with all applicable agencies to expedite verification according to established procedures in emergency situations.

IV. GENERAL CONDITIONS

An activity is authorized under the General Permits (GPs) only if that activity and the permittee satisfy all of the applicable GPs terms and following general conditions (GCs):

1. Federal Jurisdiction.
2. Minimal Direct, Secondary and Cumulative Effects.
3. Other Permits.
4. Water Quality and Coastal Zone Management.
5. Fills Within 100-Year Floodplains.
6. Discretionary Authority.
7. Single and Complete Project.
8. Use of Multiple General Permits.
9. Mitigation (Avoidance, Minimization, and Compensatory Mitigation).
10. Corps Projects and Property.
11. Navigation.
12. National Lands.
13. Wild and Scenic Rivers.
14. St. John/St. Croix Rivers.
15. Historic Properties.
16. Federal Threatened and Endangered Species.
17. Essential Fish Habitat.
18. Aquatic Life Movements and Management of Water Flows.
19. Spawning, Breeding, and Migratory Areas.
20. Vernal Pools.
21. Restoration of Special Aquatic Sites (Including Wetland Areas).
22. Invasive and Other Unacceptable Species.
23. Soil Erosion, Sediment, and Turbidity Controls.
24. Time-of-Year Work Windows/Restrictions.
25. Pile Driving and Pile Removal in Navigable Waters.
26. Temporary Fill.
27. Heavy Equipment in Wetlands or Mudflats.
28. Bank and Shoreline Stabilization Including Living Shorelines.
29. Stream Work and Crossings, and Wetland Crossings.
30. Utility Line Installation and Removal.
31. Storage of Seasonal Structures.
32. Aquaculture.
33. Permit(s)/Authorization Letter On-Site.
34. Inspections.
35. Maintenance.
36. Federal Liability.
37. Property Rights.
38. Previously Authorized Activities.
39. Transfer of GP Verifications.
40. Modification, Suspension, and Revocation.
41. Special Conditions.
42. False or Incomplete Information.
43. Abandonment.
44. Enforcement Cases.
45. Duration of Authorization.

1. Federal Jurisdiction.

a. Applicability of these GPs shall be evaluated with reference to federal jurisdictional boundaries (e.g. mean high water mark, high tide line, ordinary high water mark, and wetland boundary). Activities shall be evaluated with reference to "waters of the U.S." under the Clean Water Act (33 CFR 328) and "navigable waters of the U.S." under Section 10 of the Rivers and Harbors Act of 1899 (33 CFR 329). Prospective permittees are responsible for ensuring that the boundaries used satisfy the federal criteria defined at 33 CFR 328 – 229. These sections prescribe the policy, practice and procedures to be used in determining the extent of the Corps jurisdiction. Note: Waters of the U.S. includes all waters pursuant to 33 CFR 328.3(a), and in adjacent wetlands as that term is defined in 33 CFR 328.3(c).

b. Permittees shall identify on project plans wetlands, other special aquatic sites (SAS) including vegetated shallows (or submerged aquatic vegetation, SAV) and mudflats, and other waters, such as lakes and ponds, and perennial and intermittent streams on the project site. Wetlands shall be delineated in accordance with the Corps of Engineers Wetlands Delineation Manual and the most recent regional supplement pertaining to the State of Maine. GP-eligible activities may utilize wetland determinations conducted by State of Maine staff in-lieu of a wetland delineation. For activities located in Essential Fish Habitat (GC 17), permittees shall also identify on project plans natural rocky habitats and shellfish areas in order to satisfy the Magnuson-Stevens Fishery Conservation and Management Act.

2. Minimal Direct, Secondary and Cumulative Effects. To be eligible and subsequently authorized by these GPs, an activity shall result in no more than minimal individual and cumulative effects on the aquatic environment as determined by the Corps in accordance with the criteria listed within these GPs and GCs. This may require project modifications involving avoidance, minimization, or compensatory mitigation for unavoidable impacts to ensure that the net adverse effects of an activity are no more than minimal.

3. Other Permits. Permittees shall obtain other Federal, State, or local authorizations as required by law. Permittees are responsible for applying for and obtaining all required State of Maine or local approvals including a Flood Hazard Development Permit issued by the town/city. Work that is not regulated by the State of Maine, but is subject to Corps jurisdiction, may still be eligible for authorization under these GPs.

4. Water Quality and Coastal Zone Management.

a. Permittees shall satisfy any conditions imposed by the State of Maine and EPA, where applicable, in their Clean Water Act Section 401 Water Quality Certification (WQC) for these GPs, or in any Individual Section 401 WQC. See Section VIII for state-specific contact info and to determine if any action is required to obtain a 401 WQC. The Corps may require additional water quality management measures to ensure that the authorized activity does not cause or contribute to a violation of water quality standards. All projects authorized by these GPs shall be designed, constructed and operated to minimize or eliminate the discharge of pollutants.

b. Permittees shall satisfy any additional conditions imposed by the State of Maine in their Coastal Zone Management (CZM) Act of 1972 consistency concurrences for these GPs, or in any Individual CZM consistency concurrences. The Corps may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

5. Fills Within 100-Year Floodplains. The activity shall comply with applicable Federal Emergency Management Agency (FEMA) approved State of Maine or municipal floodplain management requirements. Permittees should contact FEMA and/or the State of Maine Floodplain Management Program regarding floodplain management requirements (see Section VIII for Federal and state-specific contact info).

6. Discretionary Authority. Notwithstanding compliance with the terms and conditions of these GPs, the Corps retains discretionary authority to require a PCN or IP review based on concerns for the aquatic environment or for any other factor of the public interest (see 33 CFR 320.4(a)). This authority is invoked on a case-by-case basis whenever the Corps determines that the potential consequences of the proposal warrant a higher level of review based on the concerns stated above. This authority may be invoked for projects that may contribute to cumulative environmental impacts that are more than minimal or if there is a special resource or concern associated with a particular project.

7. Single and Complete Project. The term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. These GPs shall not be used for piecemeal work and shall be applied to single and complete projects and as such, the same GP shall not be used more than once for the same single and complete project.

a. For non-linear projects, a single and complete project shall have independent utility. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

b. Unless the Corps determines the activity has independent utility, all components of a single project and/or all planned phases of a multi-phased project (e.g., subdivisions should include all work such as roads, utilities, and lot development) shall be treated together as constituting one single and complete project. If any component of a single and complete project requires a PCN, the entire single and complete project shall be reviewed under PCN.

c. For linear projects such as power lines or pipelines with multiple crossings, a "single and complete project" is all crossings of a single water of the U.S. (i.e. single waterbody) at a specific location. For linear projects crossing a single waterbody several times at separate and distant locations, each crossing is considered a single and complete project. However, individual channels in a braided stream or river, or individual arms of a large, irregularly-shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

8. Use of Multiple General Permits. The use of more than one GP for a single and complete project is prohibited, except when the acreage loss of waters of the U.S. authorized by the GPs does not exceed the acreage limit of the GPs with the highest specified acreage limit. For example, if a road crossing over waters is constructed under GP 10, with an associated utility line crossing authorized by GP 9, if the maximum acreage loss of waters of the U.S. for the total project is ≥3 acres it shall be evaluated as an IP.

9. Mitigation (Avoidance, Minimization, and Compensatory Mitigation).

a. Activities shall be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the U.S. to the maximum extent practicable to ensure that adverse effects to the aquatic environment are no more than minimal.

b. Compensatory mitigation for unavoidable impacts to waters of the U.S., including direct, secondary and temporal loss, will generally be required for permanent impacts that exceed the SV limits (SV limits are detailed in Section V), and may be required for temporary impacts that exceed the SV limits, to offset unavoidable impacts which remain after all appropriate and practicable avoidance and minimization has been achieved and to ensure that the adverse effects to the aquatic environment are no more than minimal. Proactive restoration projects or temporary impact work with no secondary effects may generally be excluded from this requirement.

c. Mitigation proposals shall follow the guidelines found in the Compensatory Mitigation for Losses of Aquatic Resources; Final Rule April 10, 2008; 33 CFR 332 (which can be found at: *www.nae.usace.army.mil/Missions/Regulatory/Mitigation* under "Compensatory Mitigation for Losses of Aquatic Resources, 33 CFR 332 (Compensatory Mitigation Rule)") and any other regulation. Permittees considering the use of a monetary payment *in-lieu* of permittee-responsible mitigation as compensation for unavoidable impacts to waters of the U.S. in the State of Maine may utilize the Maine Natural Resources Conservation Program (MNRCP). Information regarding this compensatory program can be found at: *www.mnrcp.org* For unavoidable jurisdictional impacts affecting federally-endangered Atlantic salmon and/or its critical habitat, permittees may be required to compensate for the impacts by utilizing the Maine Atlantic Salmon Restoration and Conservation Program. Information regarding this *in-lieu-fee* compensatory program can be found at: *www.maine.gov/dmr/science-research/searun/programs/ilffacts.html*

10. Corps Projects and Property.

a. Corps projects and property can be found at: *www.nae.usace.army.mil/Missions/Civil-Works*

b. In addition to any authorization under these GPs, prospective permittees shall contact the Corps Real Estate Division at (978) 318-8585 for work occurring on or potentially affecting Corps properties and/or Corps-controlled easements to initiate reviews and determine what real estate instruments are necessary to perform work. Permittees may not commence work on Corps properties and/or Corps-controlled easements until they

have received any required Corps real estate documents evidencing site-specific permission to work.

c. Any proposed temporary or permanent modification or use 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), which may obstruct or impair the usefulness of the Federal project in any manner, is not eligible for SV and requires review and approval by the Corps pursuant to 33 USC 408 (Section 408).

d. A PCN is required for all work in, over, under, or within a distance of three times the authorized depth of a Corps Federal Navigation Project (FNP) and may require permission under Section 408.

e. Any structure or work that extends closer to the horizontal limits of any FNP than a distance of three times the project's authorized depth shall be subject to removal at the owner's expense prior to any future Corps dredging or the performance of periodic hydrographic surveys.

f. Where a Section 408 permission is applicable, written verification for the PCN will not be issued prior to the decision on the Section 408 permission request.

11. Navigation

a. There shall be no unreasonable interference with general navigation by the existence or use of the activity authorized herein, and no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized herein.

b. Work in, over, under, or within a distance of three times the authorized depth of an FNP shall specifically comply with GC 10.

c. Any safety lights and/or signals prescribed by the U.S. Coast Guard, State of Maine or municipality, through regulations or otherwise, shall be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the U.S.

d. The permittee understands and agrees that, if future operations by the U.S. 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 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, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the U.S. No claim shall be made against the U.S. on account of any such removal or alteration.

12. National Lands. Activities that impinge upon the value of any National Lands or Federal Properties including but not limited to a National Wildlife Refuge, National Forest, or any area administered by the National Park Service , U.S. Fish and Wildlife Service or U.S. Forest Service are not eligible for SV and require PCN.

13. Wild and Scenic Rivers.

a. The following activities in designated rivers of the National Wild and Scenic River (NWSR) System, or in a river designated by Congress as a "study river" for possible inclusion in the system, require a PCN unless the National Park Service has determined in writing to the prospective permittee that the proposed work will not adversely affect the NWSR designation or study status:

i. Activities that occur in NWSR segments, in and 0.25 miles up or downstream of NWSR segments, or in tributaries within 0.25 miles of NWSR segments.
ii. Activities that occur in wetlands within 0.25 miles of NWSR segments.
iii. Activities that have the potential to alter free-flowing characteristics in NWSR segments.

b. As of October 14, 2020, National Wild and Scenic Rivers and congressional study rivers in Maine include: the Allagash River beginning at Telos Dam continuing to Allagash checkpoint at Eliza Hole Rapids, approximately 3 miles upstream of the confluence with the St. John River (length = 92 92.5 miles); and 11.25 miles of the York River, in the State of Maine, from its headwaters at York Pond to the mouth of the river at York Harbor, plus tributaries (the York River is currently under study).

14. St. John/St. Croix Rivers. A PCN is required for any 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 line; 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.

15. Historic Properties.

a. No undertaking shall cause effects (as defined at 33 CFR 325 Appendix C and 36 CFR 800) on properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unknown historic properties within the permit area, unless the Corps or another federal action agency has satisfied the consultation requirements of Section 106 of the National Historic Preservation Act (NHPA). The majority of historic properties are not listed on the National Register of Historic Places and may require identification and evaluation by qualified historic preservation and/or archeological consultants in coordination with the Corps and the State Historic Preservation Officer (SHPO) (the SHPO in the State of Maine is the Maine Historic Preservation Commission, MHPC) and/or the five federally-recognized tribes in the State of Maine (Tribal Historic Preservation Officers, or THPOs). The MHPC, the THPOs, and the National Register of Historic Places can assist with locating information on:

i. Previously identified historic properties; and

ii. Areas with potential for the presence of historic resources, which may require identification and evaluation by qualified historic preservation and/or archaeological consultants in consultation with the Corps and MHPC and/or the THPO(s).

b. For activities eligible for these GPs, permittees shall ensure that the activity will not cause effects as stated above in 15(a). In order to comply with this condition, both SV and PCN prospective permittees shall notify MHPC and all five THPOs for their identification of historic properties. MHPC and the THPOs will generally respond within 30 days of receiving the notification if they believe that the activity may have an adverse effect to historic properties. A PCN is required if an activity may have an adverse effect to historic properties. The PCN shall be submitted as soon as possible if a proposed activity may cause effects as stated above in 15(a) a to ensure that the Corps is aware of any potential effects of the proposed activity on any historic property to ensure all Section 106 requirements are met.

c. All PCNs shall:

i. Show notification to MHPC and all five THPOs for their identification of historic properties;

ii. State which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties; and

iii. Include any available documentation from MHPC or the THPO(s) indicating that there are or are not historic properties affected.

d. The requirements to comply with Section 106 of the NHPA may be satisfied by a Programmatic Agreement (PA) or Programmatic Consultation (PC) with the Corps, New England District or another federal agency. New England District PAs and PCs are found at *www.nae.usace.army.mil/Missions/Regulatory*

e. If the permittee discovers any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by these permits, the permittee shall immediately notify the district engineer of what was found, and 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.

f. Federal agencies should follow their own procedures for complying with the requirements of Section 106 of the NHPA. Federal permittees shall provide the Corps with the appropriate documentation to demonstrate compliance with those requirements.

g. Federal and non-federal applicants should coordinate with the Corps before conducting any onsite archeological work (reconnaissance, surveys, recovery, etc.) requested by MHPC or the THPOs, as the Corps will determine the Permit Area for the consideration of historic properties based on 33 CFR 325 Appendix C. This is to ensure that work done is in accordance with Corps requirements.

16. Federal Threatened and Endangered Species.

a. No activity is authorized by these GPs which:

i. 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 the critical habitat or proposed critical habitat of such species;

ii. "May affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed;

iii. Is "likely to adversely affect" a listed species or critical habitat unless Section 7 consultation has been completed by the Corps or another lead action agency in coordination with the Corps under the provisions of a Programmatic Agreement (PA) or Programmatic Consultation (PC); or

iv. Violates the ESA.

b. All prospective permittees shall attach to their SVNF or PCN an Official Species List obtained from the U.S. Fish and Wildlife Service's Information for Planning and Consultation (IPaC) found at: *https://ecos.fws.gov/ipac* and provide the email address of the person who generated the list.

c. For proposed activities in tidal waters, prospective permittees should also refer to the National Oceanic and Atmospheric Administration (NOAA) Fisheries' Section 7 Mapper for federally-listed species found at: *https://noaa.maps.arcgis.com/apps/webappviewer/index.html*

d. A PCN is required if a threatened or endangered species, a species proposed for listing as threatened or endangered, or designated or proposed critical habitat (all hereinafter referred to as "listed species or habitat"), as identified under the ESA, may be affected by the proposed work. An activity may remain eligible for SV if the only listed species affected is the northern long-eared bat (*Myotis septrionalis*), and only after Section 7 consultation has been completed by the Corps under the 4(d) Rule Streamlined Consultation.

e. Federal agencies shall follow their own procedures for complying with the requirements of the ESA while ensuring that the Corps and any other federal action agencies are included in the consultation process.

f. Non-federal representatives designated by the Corps to conduct informal consultation or prepare a biological assessment shall follow the requirements in the designation document(s) and the ESA. Non-federal representatives shall also provide the Corps with the appropriate documentation to demonstrate compliance with those requirements. The Corps will review the documentation and determine whether it is sufficient to address ESA compliance for the GP activity, or whether additional ESA consultation is necessary.

g. The requirements to comply with Section 7 of the ESA may be satisfied by a Programmatic Agreement (PA) or Programmatic Consultation (PC) with the Corps, New England District or another federal agency. New England District PAs and PCs are found at: *www.nae.usace.army.mil/Missions/Regulatory*

17. Essential Fish Habitat (EFH).

a. PCN activities in tidal waters and the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for salmon migration, shall be reviewed for the potential to adversely affect EFH (activities meeting SV criteria have been determined to result in no more than minimal adverse effects to EFH and therefore need no additional review):

Androscoggin River	Aroostook River	Boyden River	Dennys River
Ducktrap River	East Machias River	Hobart Stream	Kennebec River
Machias River	Narraguagus River	Orland River	Passagassawaukeag River
Patten Stream	Penobscot River	Pleasant River	Presumpscot River
Saco River	Sheepscot River	St. Croix River	Tunk Stream
Union River			

b. Prospective permittees may be required to describe and identify potential adverse effects to EFH and should refer to the NOAA Fisheries' EFH Mapper found at: *www.fisheries.noaa.gov/resource/map/essential-fish-habitat-mapper*

c. The requirements to comply with the Magnuson-Stevens Fishery Conservation and Management Act may be satisfied by a Programmatic Agreement (PA) or Programmatic Consultation (PC) with the Corps, New England District or another federal agency. New England District PAs and PCs are found at: *www.nae.usace.army.mil/Missions/Regulatory*

18. Aquatic Life Movements and Management of Water Flows.

a. 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. Unless otherwise stated, activities permanently impounding water in a stream require a PCN to ensure impacts to aquatic life species are avoided and minimized. All permanent and temporary crossings of waterbodies and wetlands shall be:

i. Suitably spanned, bridged, culverted, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species; and

ii. Properly aligned and constructed to prevent bank erosion or streambed scour both adjacent to and inside the crossing.

b. To avoid adverse impacts on aquatic organisms, the low flow channel/thalweg shall remain unobstructed during periods of low flow, except when it is necessary to perform the authorized work.

c. For work in tidal waters, in-stream controls (e.g. cofferdams) should be installed in such a way as to not obstruct fish passage.

d. To the maximum extent practicable, the preconstruction 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. The activity shall not restrict or impede the passage of normal or high 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).

e. Activities that temporarily or permanently adversely impact upstream or downstream flood conditions require a PCN.

19. Spawning, Breeding, and Migratory Areas.

a. Jurisdictional activities in waters of the U.S. such as certain excavations, discharges of dredged or fill material, and/or suspended sediment producing activities that provide value as fish migratory areas, fish and shellfish spawning or nursery areas, or amphibian and migratory bird breeding areas, during spawning or breeding seasons shall be avoided and minimized to the maximum extent practicable.

b. Jurisdictional activities in waters of the U.S. that provide value as breeding areas for migratory birds must be avoided to the maximum extent practicable. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the U.S. Fish and Wildlife's Maine Field Office (see Section VIII for contact info) to determine applicable measures to reduce impacts 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. Vernal Pools.

a. A PCN is required if a discharge of dredged or fill material is proposed within a vernal pool depression located within waters of the U.S.

b. GC 20(a) above does not apply to projects that are within a municipality that meets the provisions of a Corps-approved vernal pool Special Area Management Plan (SAMP) and are otherwise eligible for SV, and the applicant meets the requirements to utilize the vernal pool SAMP.

21. Restoration of Special Aquatic Sites (Including Wetland Areas).

a. In areas of authorized temporary disturbance, if trees are cut they shall be cut at or above ground level and not uprooted in order to prevent disruption to the wetland soil structure and to allow stump sprouts to revegetate the work area, unless otherwise authorized.

b. The introduction or spread of invasive plant species in disturbed areas shall be controlled. If construction mats are to be used in areas of invasive plant species, they shall be thoroughly cleaned before re-use.

c. Wetland areas where permanent disturbance is not authorized shall be restored to their original condition and elevation. Original condition means protection and/or removal of existing soil and vegetation, and replacement back to the original location such that the original soil layering and vegetation schemes are

approximately the same, unless otherwise authorized. Restoration shall typically commence no later than the completion of construction.

d. Upon completion of construction, all areas of authorized disturbed wetland area shall be stabilized with a wetland seed mix containing only plant species native to New England and shall not contain any species listed in the "Invasive and Other Unacceptable Plant Species" Appendix K in the "New England District Compensatory Mitigation Guidance" found at: *www.nae.usace.army.mil/Missions/Regulatory/Mitigation*

22. Invasive and Other Unacceptable Species.

a. The introduction or spread of invasive or other unacceptable plant or animal species on the project site or areas adjacent to the project site caused by the site work shall be avoided to the maximum extent practicable. For example, construction mats and equipment shall be thoroughly cleaned and free of vegetation and soil before and after use. The introduction or spread of invasive plant or animal species on the project site caused by the site work shall be controlled.

b. No cultivars, invasive or other unacceptable plant species may be used for any mitigation, bioengineering, vegetative bank stabilization or any other work authorized by these GPs. However, non-native species and cultivars may be used when it is appropriate and specified in a written verification, such as using *Secale cereale* (Annual Rye) to quickly stabilize a site. All PCNs shall justify the use of non-native species or cultivars.

c. For the purposes of these GPs, plant species that are considered invasive and unacceptable areprovided in Appendix K "Invasive and Other Unacceptable Plant Species" of the most recent "New England District Compensatory Mitigation Guidance" and is found at: *www.nae.usace.army.mil/Missions/Regulatory/Mitigation* The June 2009 "U.S. Army Corps of Engineers Invasive Species Policy" provides policy, goals and objectives and is located at *www.nae.usace.army.mil/Missions/Regulatory/Invasive-Species* If an Invasive Species Control/Management Plan has been prepared it should be included with any SV or PCN.

23. Soil Erosion, Sediment, and Turbidity Controls.

a. Adequate sedimentation and erosion control management measures, practices and devices, such as phased construction, installation of sediment control barriers (i.e. silt fence, vegetated filter strips, geotextilesilt fences, erosion control mixes, hay bales or other devices) downhill of all exposed areas, retention of existing vegetated buffers, application of temporary mulching during construction, and permanent seeding and stabilization shall be installed and properly maintained to reduce erosion and retain sediment on-site during and after construction. They shall be capable of preventing erosion; of collecting sediment, suspended and floating materials; and of filtering fine sediment.

b. Temporary sediment control barriers shall be removed upon completion of work, but not until all disturbed areas are permanently stabilized. The sediment collected by these sediment barriers shall be removed and placed at an upland location and stabilized to prevent its later erosion into a waterway orwetland.

c. All exposed soil and other fills shall be permanently stabilized at the earliest practicable date.

24. Time-of-Year Work (TOY) Windows/Restrictions. In-water work shall be conducted during the following TOY work windows (work allowed) under SV and any in-water work proposed during the following TOY restrictions (no work) shall be reviewed under PCN (and shall contain written justification for deviation from the work allowed windows). The term "in-water work" does not include conditions where the work site is "in-the-dry" (e.g. intertidal areas exposed at low tide). The term also does not include work contained in a cofferdam so long as the cofferdam was installed and subsequently removed within the work allowedwindow.

	TOY Restriction (***no work***)	TOY Work Window (***work allowed***)
Non-tidal waters	Oct. 1st to Jul. 14th	Jul. 15th to Sep. 30th
Tidal waters	Apr. 10th to Nov. 7th	Nov. 8th to Apr. 9th

Alternate work windows proposed under PCN will generally be coordinated with the U.S. Fish and Wildlife Service, National Marine Fisheries Service, Maine Department of Inland Fisheries and Wildlife, and/or Maine Department of Marine Resources and resulting written verifications may include species-specific work allowed windows.

25. Pile Driving and Pile Removal in Navigable Waters.

a. Derelict, degraded, or abandoned piles and sheet piles in the project area shall be removed in their entirety as practicable and properly disposed of in an upland location and not in wetlands. In areas of fine-grained substrates, piles/sheets shall be removed by direct, vibratory, or clamshell pull method in order to minimize potential turbidity and sedimentation impacts. If removal is not practicable, said piles/sheets shall be cut off or driven to a depth of at least one foot below substrate.

b. Work involving pile installation and/or removal should adhere to one of the five methods below:

i. "In-the-dry", or

ii. In-water between Nov. 8th to Apr. 9th, or

iii. Drilled and pinned to ledge, or

iv. Vibratory hammers used to install any size and quantity of wood, concrete, or steel, or impact hammers limited to one hammer and <50 piles installed/day with the following: wood piles of any diameter, concrete piles ≤18-inches diameter, steel piles ≤12-inches diameter if: (1) the hammer is ≤3,000 pounds and a wood cushion or equivalent is used between the hammer and steel pile, or (2) a soft start is used. Soft starts require an initial set of three strikes from the impact hammer at 40% energy, followed by a 1-minute waiting period between subsequent three-strike sets. The soft-start procedure shall be conducted any time hammering ceases for more than 30 minutes.

26. Temporary Fill.

a. Temporary fills, including but not limited to construction mats and corduroy roads shall be entirely removed as soon as they are no longer needed to construct the authorized work. Temporary fill shall be placed in its original location or disposed of at an upland site and suitably contained to prevent its subsequent erosion into waters of the U.S.

b. All temporary fill and disturbed soils shall be stabilized to prevent its eroding into waters of the U.S. where it is not authorized. Work shall include phased or staged development to ensure only areas under active development are exposed and to allow for stabilization practices as soon as practicable. Temporary fill shall be placed in a manner that will prevent it from being eroded by expected high flows.

c. Unconfined temporary fill authorized for discharge into waters of the U.S. shall consist of material that minimizes impacts to water quality (e.g. washed stone, stone, etc.).

d. Appropriate measures shall 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. Materials shall be placed in a location and manner that does not adversely impact surface or subsurface water flow into or out of the wetland. Temporary fill authorized for discharge into wetlands shall be placed on geotextile fabric or other appropriate material laid on the pre-construction wetland grade where practicable to minimize impacts and to facilitate restoration to the original grade. Construction mats are excluded from this requirement.

e. Construction debris and/or deteriorated materials shall not be placed or otherwise located in waters of the U.S.

27. **Heavy Equipment in Wetlands or Mudflats.** Operating heavy equipment (drill rigs, fixed cranes, etc.) within wetlands shall be minimized, and to the maximum extent practicable such equipment shall not be stored, maintained or repaired in wetlands. Where construction requires heavy equipment operation in wetlands, the equipment shall: a) have low ground pressure (typically <3 psi); b) be placed on swamp/construction/timber mats (herein referred to as "mats") that are adequate to support the equipment in such a way as to minimize disturbance of wetland soil and vegetation; or c) be operated on adequately dry or frozen wetlands such that shear pressure does not cause subsidence of the wetlands immediately beneath equipment and upheaval of adjacent wetlands. Mats are to be placed in the wetland from the upland or from equipment positioned on mats if already working within a wetland. Other support structures that are capable of safely supporting equipment may be used with written Corps authorization. Similarly, the permittee may request written authorization from the Corps to waive use of mats during frozen or dry conditions. Construction mats should be managed in accordance with construction mat best management practices (BMPs) found at:
www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Maine-General-Permit

28. Bank and Shoreline Stabilization Including Living Shorelines.

a. Projects involving construction of or repair, replacement, and maintenance of bank or shoreline stabilization structures including living shorelines within Corps jurisdiction shall be designed to minimize environmental effects, effects to neighboring properties, scour, etc. to the maximum extent practicable.

b. Prospective permittees shall design and construct these stabilization projects using this sequential avoidance and minimization process: avoidance of aquatic resource impacts, diversion of overland flow, vegetative stabilization, living shorelines, stone-sloped surfaces, and walls/bulkheads. New vertical walls/bulkheads shall only be used in situations where reflected wave energy can be tolerated. Prospective permittees proposing new vertical walls/bulkheads shall provide written justification demonstrating why other methods of stabilization are not practicable and how the surrounding area would be affected by the resulting reflected wave energy.

Additional conditions to meet SV eligibility criteria for *non-tidal* bank and shoreline stabilization activities:

a. Fill shall be ≤500 linear feet in total length as measured below the plane of the ordinary high water mark (OHWM), includes total if more than one stream bank.
b. Fill placed below the plane of the OHWM shall be ≤1 cubic yard per linear foot.
c. Fill shall not be angled steeper than 1H:1V.
d. No discharge of fill in special aquatic sites other than wetlands.
e. Stone revetment shall be comprised of angular material.
f. No material shall be of the type, or placed in any location, or in any manner, to impair surface water flow into or out of any water of the U.S.
g. No material shall be placed in a manner that will be eroded by normal or expected high flows (properly anchored trees and treetops may be used in low energy areas).
h. The activity shall not be a stream channelization activity.

Additional conditions to meet SV eligibility criteria for *tidal* bank and shoreline stabilization activities:

a. All in-water work shall be conducted "in-the-dry".
b. Fill shall be ≤500 linear feet in total length as measured below the plane of the high tide line (HTL) and shall be ≤200 linear feet in total length as measured below the plane of the mean high water mark (MHWM), includes total for more than one bank. Vertical structures shall be ≤200 linear feet in total length as measured below the plane of the MHWM and shall be ≤18 inches waterward of the existing vertical face.
c. Fill placed below the plane of the HTL shall be ≤1 cubic yard per linear foot.
d. Stone revetment shall be comprised of angular material.
e. Shall not impact special aquatic sites (SAS, incl. submerged aquatic vegetation, SAV), impacts to natural rocky habitats are ≤100 square feet, and impacts to intertidal and shellfish areas are ≤1,000 square feet).
f. No structures/fill shall be steeper than 1H:1V.
g. No new groins, breakwaters, or jetties.

29. Stream Work and Crossings, and Wetland Crossings.

a. A PCN is required for all new and replacement crossings in navigable waters.

b. In order to effectively size and configure crossings in navigable waters, new and replacement crossings shall consider factors including but not limited to: local tidal elevations over the range of tidal heights, basin topography and bathymetry, existing and proposed road elevations. Flood risk tolerance, conditions of habitat and natural community types present, and sea level rise during the useful life of the crossing.

c. A PCN is required for activities that result in unavoidable impacts to wetlands in excess of SV thresholds.

d. In-stream work and crossings and wetland crossings shall adhere to all applicable GCs including but not limited to:

i. GC 16 (Federally Threatened and Endangered Species)
ii. GC 17 (Essential Fish Habitat)
iii. GC 18 (Aquatic Life Movements and Management of Water Flows)

iv. GC 23 (Soil Erosion, Sediment and Turbidity Controls)
v. GC 24 (Time-of-Year Work Windows/Restrictions)
vi. GC 26 (Temporary Fill)
vii. GC 28 (Bank Stabilization)

e. Slip Lining. Work resulting in a decreased width, height, or diameter of an existing crossing (e.g. slip lining and invert lining) is discouraged and requires PCN. Written justification shall be provided for this activity.

f. Culvert Extensions. A PCN is required for any extension to an existing culvert.

g. Scour protection or armoring of the inlet and/or outlet of a crossing shall not disrupt normal flow patterns or 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 (see GC 18).

h. The permittee shall maintain the work authorized herein in good condition and in conformance with the terms and general conditions of this permit to facilitate aquatic life passage as stated in GC 18. Culverts that develop "hanging" inlets or outlets, result in bed washout, or a stream that doesn't match the characteristics of the substrate in the natural stream channel such as mobility, slope, stability confinement will require maintenance or repair to comply with this GC (this does not apply to temporary stream crossings).

Additional conditions to meet SV eligibility criteria for Stream Work and Crossings:

a. Crossings shall be designed and constructed using the techniques and principles outlined in Stream Simulation, Stream Smart, Habitat Connectivity Design.
b. Crossings shall be designed to be at least 1.2 times bankfull width. Any footings, abutments, and/or abutment armoring shall also be at least 1.2 times bankfull width.
c. Crossings shall have a natural bottom substrate under or within the structure matching the characteristics of the substrate in the natural stream channel. Crossings shall be designed and constructed with appropriate streambed forms and streambed characteristics so that water depths and velocities are comparable to those found in the adjacent natural channel at a variety of flows.
d. Crossings shall include a bank on both sides of the stream matching the horizontal profile of the existing stream and banks in order to allow terrestrial passage for wildlife and to prevent undermining of the footings as applicable.
e. Closed bottom culverts shall be embedded at least 25 percent of the maximum height of the culvert.
f. No unconfined fill or excavation in flowing waters is allowed. In-stream construction work shall be conducted "in-the-dry" under no-flow conditions or by using cofferdams, temporary flume pipes, culverts, etc. Downstream flows shall be maintained during in-stream construction. It is recommended that project plans include pertinent details for working in-the-dry and maintaining downstream flows.
g. Conditions (a) thru (e) immediately above do not apply to temporary stream crossings; however, in addition to conditions (f) immediately above, temporary stream crossings shall adhere to the following:
    i. Be placed on geotextile fabric or other material where practicable to ensure restoration to the original grade. Soil may not be used to construct or stabilize these structures and rock shall be large enough to allow for easy removal without disrupting the streambed.
    ii. Be designed and maintained to withstand and pass high flows. Water height shall be no higher than the top of the culvert's inlet. A minimum culvert diameter of two feet is required to pass debris. Culverts shall be aligned to prevent bank erosion or streambed scour.
    iii. Be equipped with energy dissipating devices installed downstream if necessary to prevent scour.
    iv. Be designed and maintained to prevent soil from entering the waterbody.
    v. Be removed upon the completion of work. Impacts to the streambed or banks requires restoration to their original condition using the methods in (a) above.

PCN Conditions for Stream Work and Crossings:

a. Crossings are recommended to meet the conditions for SV; written justification shall be provided for any deviation from SV conditions.

b. Crossings shall be designed using the least intrusive and environmentally damaging method following this sequential minimization process: 1) spans with no stream impacts, 2) spans with stream impacts, and 3) embedded culverts with Stream Simulation, Stream Smart, or Habitat Connectivity.

Additional Conditions for Wetland Crossings:

a. New and replacement wetland crossings that are permanent shall be constructed in such a manner as to preserve hydraulic and ecological connectivity, at its present level, between the wetlands on either side of the road. Crossing structures commonly include but are not limited to spans and culverts. To meet this condition, spans or culverts should be placed at least every 50 feet with an opening at least 2 feet high and 3 feet wide at ground level. Closed bottom culverts should be embedded at least 6 inches and should have a natural bottom substrate within the structure. Alternative crossing designs that preserve wetland hydraulic and ecological connectivity (e.g. "rock sandwiches) may also be considered.

b. Any work that results in flooding, or impacts to wetland drainage from the upgradient side of the wetland crossing does not qualify for SV.

c. In the case of non-compliance, the permittee shall take necessary measures to correct wetland damage due to lack of hydraulic and ecological connectivity.

30. Utility Line Installation and Removal.

a. Utility lines in jurisdictional waters should be installed subsurface and shall be maintained in such a way so that they remain subsurface. If it is necessary to discharge dredged or filled material to keep such utility lines buried or restore them to their original subsurface condition, a PCN and written verification from the Corps may be required (e.g., in the case of side casting into wetlands from utility trenches).

b. For subsurface utility lines the bottom and side slope cover associated with the initial installation under Federal Navigation Projects (FNPs) is a technical determination. The depth requirement varies based on geotechnical (composition of bottom materials and layering), hydraulic (current, or wave induced scour depth), navigation (propeller induced scour depth and ships' anchor penetration), maintenance dredging (penetration of barge spuds), construction factors (energy from blasting potentially transmitted to utility crossings), physical conditions (exposed open water conditions or sheltered/harbor conditions), and the proposed location of the utility crossing within any FNP or within navigable waters, including areas dredged by others. On a case-by-case basis, the Corps will determine the depth and cover requirements for each proposed utility crossing. Additional conditions to the GP will be attached to address pre and post installation requirements. In waterways that do not have existing FNPs, this depth should be taken as two feet below the existing bottom or maximum depth of proposed dredging, as applicable.

c. Aerial utility lines crossing navigable waters require PCN and shall meet minimum clearances per 33 CFR 322.5(i).

d. For horizontal directional drilling work, returns of drilling fluids to the surface (i.e., frac-outs) are not authorized and require restoration to the maximum extent practicable in accordance with the terms and conditions of these GPs. The permittee and its contractor shall have onsite and shall implement the procedures detailed in a frac-out contingency plan for monitoring drilling operations and for the immediate containment, control and recovery/removal of drilling fluids released into the environment should a discharge of material occur during drilling operations.

e. For new installations within waters of the U.S., any abandoned or inactive utility lines should be removed and faulty lines (e.g., leaking hazardous substances, petroleum products, etc.) shall be removed or repaired to the extent practicable. A PCN is required if they are to remain in place, e.g., to protect sensitive areas or ensure safety.

f. No work shall drain a water of the U.S. by providing a conduit for water on or below the surface. Trench plugs installed along pipelines may be effective.

g. Trenches should be backfilled with native sediment immediately after completion of work.

h. Pre-construction elevations should be re-established. Any additional material needed to accomplish this should be of consistent type and grain-size as the existing substrate sediment.

i. Utility line activities in non-tidal waters adjacent to special aquatic sites, and all work in tidal waters should utilize horizontal directional drilling as practicable.

31. Storage of Seasonal Structures. Seasonal or recreational structures such as pier sections, floats, aquaculture structures, etc. that are removed from the waterway for a portion of the year shall be stored in an upland location and not in wetlands, tidal wetlands, their substrate, or on mudflats. These seasonal structures may be stored on the fixed, pile-supported portion of a structure that is waterward of the mean high water mark or the ordinary high water mark, e.g. the storage of a ramp or gangway on the pile-supported pier. Seasonal storage of structures in navigable waters, e.g., in a protected cove, requires prior Corps approval and local harbormaster approval.

32. Aquaculture. Activities involving the cultivation of Atlantic salmon and other salmonids, or other federally-listed threatened or endangered species are not eligible for authorization under these GPs. All other aquaculture activities shall adhere to all applicable GCs including but not limited to:

a. GC 3 (Other Permits) In particular, permittees shall maintain a current State of Maine Department of Marine Resources lease or license.
b. GC 10 (Corps Projects and Property)
c. GC 11 (Navigation)
d. GC 16 (Federal Threatened and Endangered Species)
e. GC 17 (Essential Fish Habitat)
f. GC 18 (Aquatic Life Movements and Management of Water Flows)
g. GC 31 (Storage of Seasonal Structures)

Additional conditions to meet SV eligibility criteria for Tidal Aquaculture:

a. Shall not exceed 400 square feet in area.
b. Shall receive signed approval from Harbormaster or appropriate Town Official.
c. Shall not include enclosures or impoundments.
d. Shall not be located in or within a distance of three times the authorized depth of a FNP.
e. Shall not be located in or impinge upon the value of National Lands and Federal Properties including but not limited to National Parks and National Wildlife Refuges.
f. Shall not impact special aquatic sites (SAS, incl. submerged aquatic vegetation, SAV), impacts to natural rocky habitats are ≤100 square feet, and impacts to intertidal and shellfish areas are ≤1,000 square feet.
g. No structures, cages, gear, or shell hash shall be located in/within 25 feet of SAV.
h. All gear, except for mooring tackle, when not in use on the site shall be stored in an upland location above the mean high water mark and not on wetland (incl. salt marsh).

33. Permit(s)/Authorization Letter On-Site. The permittee shall ensure that a copy of the terms and conditions of these GPs and any accompanying authorization letter with attached plans are at the site of the work authorized by these GPs whenever work is being performed and that all construction personnel performing work which may affect waters of the U.S. are fully aware of the accompanying terms and conditions. The entire permit authorization shall be made a part of any and all contracts and subcontracts for work that affects areas of Corps jurisdiction at the site of the work authorized by these GPs. This shall be achieved by including the entire permit authorization in the specifications for work. The term "entire permit authorization" means all terms and conditions of the GPs, the GPs, and the authorization letter (including its drawings, plans, appendices and other attachments) and subsequent permit modifications as applicable. If the authorization letter is issued after the construction specifications, but before receipt of bids or quotes, the entire permit authorization shall be included as an addendum to the specifications. If the authorization letter is issued after receipt of bids or quotes, the entire permit authorization shall be included in the contract or subcontract. Although the permittee may assign various aspects of the work to different contractors or subcontractors, all contractors and subcontractors shall be obligated by contract to comply with all environmental protection provisions contained within the entire GP authorization, and no contract or subcontract shall require or allow unauthorized work in areas of Corps jurisdiction.

34. Inspections. The permittee shall allow the Corps to make periodic inspections at any time deemed necessary in order to ensure that the work is eligible for authorization under these GPs, is being, or has been performed in accordance with the terms and conditions of these GPs. To facilitate these inspections, the permittee shall

complete and return to the Corps the Work-Start Notification Form and the Compliance Certification Form when either is provided with an authorization letter. The Corps may also require post-construction engineering drawings and/or photographs for completed work or post-dredging survey drawings for any dredging work to verify compliance.

35. Maintenance. The permittee shall maintain the activity authorized by these GPs in good condition and in conformance with the terms and condition of these permits. This does not include maintenance dredging, related disposal, or beach nourishment projects, which are subject to review thresholds for GP 5 on page 30, unless specified in written authorization from the Corps.

36. Federal Liability. In issuing these permits, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes;

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the U.S. in the public interest;

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit;

d. Design or construction deficiencies associated with the permitted work; or

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

37. Property Rights. Per 33 CFR 320.4(g)(6), these GPs do not convey any property rights, either in real estate or material, or any exclusive privileges, nor does it authorize any injury to property or invasion of rights or any infringement of federal, state, or local laws or regulations.

38. Previously Authorized Activities.

a. Projects that received prior authorization from the Corps (via Category 1 or 2) and that completed authorized work under the previous nationwide permits, programmatic permits, regional general permits or letters of permission, shall remain authorized in accordance with the original terms and conditions of those authorizations, including their terms, general conditions, expiration date, and any special conditions provided in a written verification.

b. Activities authorized pursuant to 33 CFR Part 330.3 ("Activities occurring before certain dates") are not affected by these GPs.

c. Any work not commenced, not under contract to commence, nor completed that was originally authorized by the Corps under the GP in effect between October 13, 2015 and October 13, 2020 remains authorized subject to the terms and general conditions of this GP along with any special conditions included in written authorizations. Exception: if previously authorized work has not commenced or not under contract to commence and a new federally-listed threatened or endangered species may be affected, the Corps shall consult with the U.S. Fish and Wildlife Service or NOAA Fisheries prior to re-authorizing the work under these GPs. Requests for re-authorization shall include an Official Species List per GC 16.

39. Transfer of GP Verifications. If the permittee sells the property associated with a GP verification, the permittee may transfer the GP verification to the new owner by submitting a letter to the Corps to validate the transfer. A copy of the GP verification shall be attached to the letter, the letter shall contain the name, address, phone number and email of the transferee (new owner), shall include the following statement and signature, and be mailed to: U.S. Army Corps of Engineers, Maine Project Office, 442 Civic Center Drive, Suite 350, Augusta, Maine 04330:

> "When the structures or work authorized by these GPs are still in existence at the time the property is transferred, the terms and conditions of these GPs, including any special conditions, will continue to be binding on the new owner(s) of the property."
>
> _____
> Transferee Printed Name
>
> _____
> Transferee Signature Date

40. Modification, Suspension, and Revocation. These GPs and any individual authorization issued thereof may be either modified, suspended, or revoked, in whole or in part, pursuant to the policies and procedures of 33 CFR 325.7, and any such action shall not be the basis for any claim for damages against the U.S.

41. Special Conditions. The Corps may independently or in coordination with federal resource agencies impose special conditions on a project authorized pursuant to these GPs that are determined necessary to minimize adverse navigational and/or environmental effects, or based on any other factor of the public interest. Failure to comply with all terms and conditions of the authorization, including special conditions, constitutes a permit violation and may subject the permittee to criminal, civil or administrative penalties and/or an ordered restoration.

42. False or Incomplete Information. If the Corps makes a determination regarding the eligibility of a project under these GPs and subsequently discovers that it has relied on false, incomplete or inaccurate information provided by the permittee, the Corps may determine that the GP authorization is not valid; modify, suspend or revoke the authorization; and the U.S. Government may institute legal proceedings.

43. Abandonment. If the permittee decides to abandon the activity authorized under these GPs, unless such abandonment is merely the transfer of property to a third party, he/she may be required to restore the area to the satisfaction of the Corps.

44. Enforcement cases. These GPs do not apply to any existing or proposed activity in Corps jurisdiction associated with an ongoing Corps or EPA enforcement action, until such time as the enforcement action is resolved or the Corps or EPA, as appropriate, determines that the activity may proceed independently without compromising the enforcement action.

45. Duration of Authorization.

a. These GPs expire on October 14, 2025 unless otherwise specifically indicated in an individual authorization letter. Activities authorized under these GPs that have either commenced or are under contract to commence in reliance upon this authorization will have an additional year from the expiration date to complete the work. The permittee must be able to document to the Corps' satisfaction that the activity commenced or was under contract to commence by the expiration date of these GPs. If work is not completed within the one year extended timeframe, the permittee must contact the Corps. The Corps may issue a new authorization, provided the activity meets the applicable terms and conditions of the Maine GPs that are in effect at the time.

b. Activities authorized under these GPs will remain authorized until these GPs expire, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 CFR 325.2(e)(2). Activities completed under the SV or PCN authorizations of these GPs will continue to be authorized after its expiration date.

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Tammy R. Turley
Chief, Regulatory Division

V. MAINE GENERAL PERMITS

An activity is authorized under General Permits 1 through 23 listed below only if that activity and the permittee satisfy all of the applicable GP terms and general conditions. Any activity not specifically listed may still be eligible for authorization under these GPs; prospective permittees are advised to contact the Corps for specific eligibility determination.

1. Repair, Replacement, and Maintenance of Authorized Structures and Fills;
Repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure, or fill and minor expansions thereof.

2. Moorings
New moorings and mooring fields, the relocation of previously authorized moorings, expansions, boundary reconfigurations or modifications of previously authorized mooring fields, conversion of mooring types (e.g. private to rental), and maintenance and replacement of moorings. Moored floats, lobster cars, rafts, and similar float structures are not included in this GP.

3. Structures, Floats and Lifts
New, expansions, reconfigurations or modifications of structures for navigational access in waters of the U.S. including but not limited to temporary/seasonal or permanent pile and crib-supported piers, floats, stairs, shore outhauls, and boat and float lifts/ways. Floats may include lobster cars, work floats, moored floats, swim floats, and shellfish upweller floats.

4. Aids to Navigation, and Temporary Recreational Structures
Aids to navigation and regulatory markers which are approved by and installed in accordance with the requirements of the U.S. Coast Guard (see 33 CFR, chapter I, subchapter C, part 66) and temporary buoys, markers, small floating docks, and similar structures placed for recreational use during specific events such as fireworks displays, water skiing competitions, and boat races or seasonal use.

5. Dredging, Disposal of Dredged Material, Beach Nourishment, and Rock Removal and Relocation
New, maintenance, and improvement dredging, including: a) Disposal of dredged material at a confinedaquatic disposal, beach nourishment, near shore, designated open water or ocean water disposal site(s), provided the Corps finds the dredged material to be suitable for such disposal; (b) Beach nourishment not associated with dredging; (c) Rock removal and relocation for navigation.

6. U.S. Coast Guard Approved Bridges and Causeways
Discharges of dredged or fill material incidental to the construction and modification of bridges across navigable waters of the U.S., including cofferdams abutments, foundation seals, piers, approach fills, and temporary construction and access fills provided that the USCG authorizes the construction of the bridge structure under Section 9 of the Rivers and Harbors Act of 1899 or other applicable laws.

7. Bank and Shoreline Stabilization Including Living Shorelines
Bank stabilization activities necessary for erosion protection along the banks of lakes, ponds, streams, and marine/tidal waters. Includes bulkheads, seawalls, riprap, revetments or slope protection & similar structures as well as vegetative planting, soil bioengineering or alternative techniques that are a combination of the two (i.e. living shorelines), specifically for the purpose of shoreline protection.

8. Residential, Commercial and Institutional Developments, and Recreational Facilities
Discharges of dredged or fill material into waters of the U.S for the construction or expansion of: residences and residential subdivisions; commercial and institutional buildings or subdivisions; and recreational facilities; and attendant features including but not limited to roads, parking lots, garages, stormwater management facilities, yards, and utilities.

9. Utility Line Activities

Activities required for (a) the construction, maintenance, relocation, repair, & removal of utility lines, including outfall and intake structures, and the associated excavation, backfill, or bedding for utility lines; (b) the construction, maintenance or expansion of utility line substation facilities associated with a power/utility line in non-tidal waters; and (c) the construction and maintenance of foundations for overhead utility line towers, poles, and anchors provided the foundations are the minimum size necessary and separate footings for each tower leg (rather than a larger single pad) are used where feasible. This GP authorizes the construction of access roads to facilitate construction of the above activities provided the activity, in combination with all other activities included in one single and complete project.

10. Linear Transportation Projects

Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., driveways, roads, highways, railways, trails, airport runways, and taxiways) and attendant features.

11. Mining Activities

Temporary or permanent discharges of dredged or fill material into waters of the U.S. for mining activities.

12. Boat Ramps and Marine Railways

Temporary or permanent discharges of dredged or fill material, excavation and other work in waters of the U.S. required for the construction of temporary or permanent boat ramps and marine railways.

13. Land and Water-Based Renewable Energy Generation Facilities and Hydropower Projects

Structures and work and discharges of dredged or fill material into waters of the U.S. for the construction, expansion, modification or removal of: (a) land-based renewable energy production facilities (e.g. solar and wind) and their attendant features; (b) water-based wind or hydrokinetic renewable energy generation pilot projects and their attendant features; and (c) discharges of dredged or fill material associated with hydropower projects. Attendant features may include, but are not limited to, land-based collection and distribution facilities, control facilities, and parking lots.

14. Reshaping Existing Drainage Ditches and Mosquito Management

Discharges to modify the cross-sectional configuration of currently serviceable drainage ditches constructed in waters of the U.S., for the purpose of improving water quality by regrading the drainage ditch with gentler slopes, which can reduce erosion, increase growth of vegetation, and increase uptake of nutrients and other substances by vegetation. Also authorized are mosquito reduction activities.

15. Response Operations for Oil or Hazardous Substances

Activities conducted in response to a discharge or release of oil and hazardous substances that are subject to the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR 300) including containment, cleanup, and mitigation efforts, provided activities are done under either (i) The Spill Prevent, Control & Countermeasure Plan require by 40 CFR 112.3; (ii) The direction or oversight of the Federal on-site coordinator designated by 40 CFR 300; or (iii) Any approved existing State, regional or local contingency plan provided that the Regional Response Team (if one exists in the area) concurs with the proposed response efforts or does not object to the response effort. Activities required for the cleanup of oil releases in waters of the U.S. from electrical equipment that are governed by EPA's polychlorinated biphenyl (PCB) spill response regulations at 40 CFR 761. Booms placed in tidal waters. Use of temporary structures & fills for spill response training exercises.

16. Cleanup of Hazardous and Toxic Waste

Specific activities to effect the containment, stabilization or removal of hazardous or toxic waste materials, including court ordered remedial action plans or related settlements which are performed, ordered or sponsored by a government agency with established legal or regulatory authority.

17. Scientific Measurement Devices
Scientific devices for measuring and recording scientific data, such as staff gauges, tide and current gauges, meteorological stations, water recording and biological observation devices, water quality testing and improvement devices, and similar structures.

18. Survey Activities
Survey activities such as soil borings, core sampling, seismic exploratory operations, plugging of seismic shot holes and other exploratory-type bore holes, exploratory trenching and historic resources surveys (but not recovery).

19. Agricultural Activities
Regulated discharges of dredged or fill material in non-tidal waters of the U.S. for agricultural activities, including the construction of building pads for farm buildings. Authorized activities include: (a) installation, placement, or construction of drainage tiles, ditches, or levees; mechanized land clearing; land leveling; the relocation of existing serviceable drainage ditches; and similar activities; (b) construction of farm ponds, excluding perennial streams, provided the farm pond is used solely for agricultural purposes; and (c) discharges of dredged or fill material to relocate existing serviceable drainage ditches constructed in non-tidal streams.

20. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices
Activities in waters of the U.S. associated with fish and wildlife harvesting devices including pound nets, crab and lobster traps, crab dredging, eel pots, duck blinds, and clam and oyster digging, fish aggregating devices, and small fish attraction devices such as open water fish concentrators (sea kites, etc.). This GP does not include aquaculture activities.

21. Habitat Restoration, Establishment and Enhancement Activities
Activities in waters of the U.S. associated with the restoration, enhancement and establishment of non-tidal and tidal wetlands and riparian areas, including invasive, non-native or nuisance species control; the restoration and enhancement of non-tidal streams and other non-tidal open waters; the relocation of non-tidal waters, including non-tidal streams & associated wetlands for reestablishment of a natural stream morphology and reconnection of the floodplain; the restoration and enhancement of shellfish, finfish and wildlife; and the rehabilitation or enhancement of tidal streams, tidal wetlands and tidal open waters; provided those activities result in net increases in aquatic resource functions and services. Also included are shellfish enhancement measures including but not limited to “brushing”, clam pots, boxes, and netting.

22. Stream and Wetland Work and Crossings
Activities required for the construction, expansion, modification, or improvement of linear transportation projects that cross waters of the U.S. (e.g., driveways, roads, highways, railways, trails, airport runways, and taxiways) and attendant features. Crossing structures include, but are not limited to temporary or permanent jurisdictional spans, bridges, culverts, and fords. Any stream channel modification is limited to the minimum necessary to construct or protect the project; such modifications must be in the immediate vicinity of the project.

23. Aquaculture
The installation of buoys, floats, racks, trays, nets, lines or other structures in waters of the U.S. for the containment and cultivation of fish, shellfish and seaweed/kelp. Also authorized are anchored upweller floats, small-scale shellfish hatchery seawater intake/discharge structures, and discharges of dredged or fill material associated with cultivation such as the placement of cultch or spatted-shell on bottom.

USER NOTE: All Self-Verification and Pre-Construction Notification activities shall comply with all applicable terms (pages 1 - 4), General Conditions (pages 5 - 19), and additional terms below.

GENERAL PERMITS FOR THE STATE OF MAINE		
A. INLAND WATERS AND WETLANDS	Inland Waters and Wetlands are defined as waters that are regulated under Section 404 of the Clean Water Act, including rivers, streams, lakes, ponds, and wetlands, and ***excludes Section 10 Navigable Waters of the U.S.*** The jurisdictional boundaries are the ordinary high water mark (OHWM) in the absence of adjacent wetlands; beyond the OHWM to the limit of adjacent wetlands when adjacent wetlands are present; and the wetland limit when only wetlands are present. For the purposes of these GPs and designated activities, fill placed in the area between the mean high water mark (MHWM) and the high tide line (HTL), and in the bordering and contiguous wetlands to tidal waters are reviewed in the Navigable Waters section below beginning on page 28.	
	Activities not meeting the Self-Verification terms below require Pre-Construction Notification and activities not meeting the Pre-Construction Notification terms below require an application for an Individual Permit (IP).	
GENERAL PERMIT #	**SELF-VERIFICATION (SV)**	**PRE-CONSTRUCTION NOTIFICATION (PCN)**
1. Repair, Replacement, and Maintenance of Authorized Structures and Fills *(for stream crossings see GP 22)*	Repair, replacement, and maintenance of existing, currently serviceable, authorized fills with no expansion or change in use, provided: • Conditions of the original authorization apply. • Minor deviations in fill design allowed. • The repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events is authorized, provided the work is commenced, or is under contract to commence, within two years of the date of their destruction or damage. • Drawdown of impoundments for dam/levee repair does not exceed 18 months and one growing season (Apr-Sept).	Repair, replacement, and maintenance of existing authorized fills not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
2. Moorings	Not Applicable – these activities in non-navigable inland waters do not require Corps authorization.	Not Applicable – these activities in non-navigable inland waters do not require Corps authorization.
3. Structures, Floats, and Lifts	Pile-supported structures, floats and lifts located in non-navigable inland waters do not require Corps authorization. Solid fill or crib-supported structures with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.	Fill activities associated with structures, floats, and lifts not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
4. Aids to Navigation and Temporary Recreational Structures	Not Applicable – these activities in non-navigable inland waters do not require Corps authorization.	Not Applicable – these activities in non-navigable inland waters do not require Corps authorization.
5. Dredging, Disposal of Dredged Material, Beach Nourishment, and Rock Removal and Relocation	Those activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No stream channelization, relocation, or loss of streambed including impoundments or discharges of tailings into streams.	Those activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
6. U.S. Coast Guard Approved Bridges and Causeways	Not applicable in inland waters and wetlands; see B. Navigable Waters on page 31 below.	Not applicable in inland waters and wetlands; see B. Navigable Waters on page 31 below.
7. Bank and Shoreline Stabilization Including Living Shorelines (see also GC 28)	Bank and shoreline stabilization activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • Fill is ≤500 LF in total length as measured below the plane of the OHWM, includes total if more than one stream bank. • Fill placed below the plane of the OHWM is ≤1 CY per linear foot. • There is no discharge in special aquatic sites other than wetlands. • Revetment is comprised of angular material. • In-stream work is limited to Jul. 15th to Sep. 30th • No structures angled steeper than 1H:1V.	Bank and shoreline stabilization activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
8. Residential, Commercial and Institutional Developments, and Recreational Facilities	Those developments and facilities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts. Fill area includes all temporary and permanent fill, and regulated discharges associated with excavation. Provided: • The historic fill and proposed fill area <15,000 SF specifically complies with GC 5 Single and Complete Projects. • No work in special aquatic sites other than wetlands.	Those developments and facilities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts. *Mechanical clearing of areas within Corps jurisdiction without grubbing or other soil disturbance >3 acres as a secondary impact may still be eligible for PCN at the discretion of the Corps.*
9. Utility Line Activities (see also GC 30)	Utility line activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill (excluding mats), and associated secondary impacts, provided: • There is no permanent change in pre-construction contours in waters in the U.S. • Material resulting from trench excavation is temporarily side cast into waters of the U.S. for <3 months and is placed in such a manner that is not dispersed by current or other forces. • The line does not run parallel to, or along a streambed. • No stream channelization, relocation, or loss of streambed including impoundments. • There is no discharge in special aquatic sites other than wetlands. • Construction mats of any area necessary to conduct activities provided mats are removed as soon as work is completed and shall be in place no longer than one single growing season. • In-stream work is limited to Jul. 15th to Sep. 30th • In-water work is conducted in-the-dry. • Intake structures that are dry hydrants used exclusively for firefighting activities with no stream impoundments. • Construction mats of any area necessary to conduct activities provided mats are removed as soon as work is completed and shall be in place no longer than one single growing season.	Utility line activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts. *Mechanical clearing of areas within Corps jurisdiction without grubbing or other soil disturbance >3 acres as a secondary impact may still be eligible for PCN at the discretion of the Corps.*

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
10. Linear Transportation Projects *(for stream crossings refer to GP 22)*	Linear transportation activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill (excl. mats), and associated secondary impacts, provided: • The historic fill and proposed fill area <15,000 SF specifically complies with GC 5 Single and Complete Projects. • There is no discharge in special aquatic sites other than wetlands. • Construction mats of any area necessary to conduct activities provided mats are removed as soon as work is completed and shall be in place no longer than one single growing season.	Linear transportation activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts. *Mechanical clearing of areas within Corps jurisdiction without grubbing or other soil disturbance >3 acres as a secondary impact may still be eligible for PCN at the discretion of the Corps.*
11. Mining Activities	Mining activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No stream channelization, relocation, or loss of streambed including impoundments.	Mining activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
12. Boat Ramps	Boat ramps with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, and temporary fills.	Boat ramps not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
13. Land and Water-Based Renewable Energy Generation Facilities and Hydropower Projects	Those facilities and projects with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No stream channelization, relocation, or loss of streambed including impoundments. • No new water-based facilities are eligible.	Those facilities and projects not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts. *Mechanical clearing of areas within Corps jurisdiction without grubbing or other soil disturbance >3 acres as a secondary impact may still be eligible for PCN at the discretion of the Corps.*
14. Reshaping Existing Ditches and Mosquito Management	Not applicable in inland waters and wetlands; see B. Navigable Waters on page 33 below.	Not applicable in inland waters and wetlands; see B. Navigable Waters on page 33 below.
15. Response Operations for Oil or Hazardous Substances	The SVNF or a surrogate state reporting form may be submitted after-the-fact for response operations. This GP also authorizes the use of temporary structures and fills in waters of the U.S. for spill response training exercises with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts (*SVNF is required prior to the activity*).	Those response operations not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
16. Cleanup of Hazardous and Toxic Waste	Those cleanup activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No stream channelization, relocation, or loss of streambed including impoundments. • The activity does not involve establishing new disposal sites or expanding existing sites used for the disposal of hazardous or toxic waste.	Those cleanup activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts. • The activity does not involve establishing new sites for the disposal of hazardous or toxic waste.
17. Scientific Measurements Devices	Those devices with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No biological sampling devices. • Devices do not restrict or concentrate movement of aquatic organisms. • Upon completion of use, the devices and any associated fills shall be removed in their entirety.	Those devices not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
18. Survey Activities	Those survey activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • Exploratory trenches are restored in accordance with GC 21. • No discharge of excavated material from test wells for oil and gas exploration (the plugging of such wells is authorized).	Those survey activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
19. Agricultural Activities	Those agricultural activities subject to Corps jurisdiction with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No stream channelization, relocation, or loss of streambed including impoundments.	Those agricultural activities subject to Corps jurisdiction not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
20. Fish and Wildlife Harvesting, Enhancement and Attraction Devices and Activities	Not applicable in inland waters and wetlands; see B. Navigable Waters on page 34 below.	Not applicable in inland waters and wetlands; see B. Navigable Waters on page 34 below.
21. Habitat Restoration, Establishment, and Enhancement	Those activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No water impoundments allowed. • No conversion of a stream to wetland or vice versa, a wetland to a pond or uplands, or one wetland type to another. • No dam removal.	Those activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
22. Stream and Wetland Work and Crossings (see also GC 29)	Stream work and crossings with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No work in designated or proposed critical habitat for endangered species. • Crossings are designed and constructed using the techniques and principles outlined in Stream Simulation, Stream Smart, or Habitat Connectivity Design. • Crossings are designed to be 1.2 times bankfull width. • Crossings have a natural bottom substrate. • Crossings include a bank on both sides of the channel. • Closed bottom culverts are embedded at least 25% of the maximum width of the culvert. • In-stream work is limited to Jul. 15th to Sep. 30th • In-stream work is conducted "in-the-dry". • No slip lining. • No culvert extensions. • No stream channelization, relocation, or loss of streambed including impoundments. Wetland work and crossings, provided: • No flooding or impacts to wetland drainage from the upgradient side of the crossing.	Stream and Wetland Work and Crossings not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
23. Aquaculture (see also GC 32)	Aquaculture activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No water impoundments allowed. • No conversion of i) a stream to wetland or vice versa, a wetland to a pond or uplands, and ii) one wetland type to another.	Aquaculture activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.

USER NOTE: All Self-Verification and Pre-Construction Notification activities shall comply with all applicable terms (pages 1 - 4), General Conditions (pages 5 - 19), and additional terms below.

B. NAVIGABLE WATERS	**Navigable Waters of the U.S. are defined as** those waters that are subject to the ebb and flow of the tide in addition to the non-tidal portions of the following federally-designated waters in Maine (the Kennebec River to Moosehead Lake, the Penobscot River to the confluence of the East and West Branch at Medway and, Lake Umbagog within the State of Maine) (Section 10 Rivers and Harbors Act of 1899). The jurisdictional limits are the mean high water mark (MHWM) in tidal waters and the ordinary high water mark (OHWM) in non-tidal portions of the federally-designated navigable rivers. For the purposes of these GPs, fill placed in the area between the mean high water mark (MHWM) and the high tide line (HTL), and in the bordering and contiguous wetlands to tidal waters are also reviewed in this Navigable Waters section.	
	Activities not meeting the Self-Verification terms below require Pre-Construction Notification and activities not meeting the Pre-Construction Notification terms below require an application for an Individual Permit.	
GENERAL PERMIT #	**SELF-VERIFICATION**	**PRE-CONSTRUCTION NOTIFICATION**
1. Repair, Replacement, and Maintenance of Authorized Structures and Fills **See GC 25 for pile driving and removal conditions.*	Repair, replacement, or maintenance of previously authorized, currently serviceable structures or fills, provided: • Conditions of the original authorization apply. • No expansion or change in use. Shall be rebuilt in same footprint, however minor deviations in design allowed. • The repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events is authorized, provided that work is commenced, or is under contract to commence, within two years of the date of their destruction or damage. • In-water work is conducted "in-the-dry" (see GC 24). • No impacts to special aquatic sites (SAS) (incl. submerged aquatic vegetation, SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal area ≤1,000 SF • Slope stabilization is ≤500 LF in total length as measured below the plane of the HTL and is ≤200 LF in total length as measured below the plane of the MHWM or OHWM. Vertical structures are ≤200 LF in total length as measured below the plane of the MHWM or OHWM and are ≤18 inches waterward of existing face. • Dam and flood control, or levee work does not alter water levels or flood elevations. • Discharge of accumulated bottom sediments from or through a dam is not more than *de minimus*. • Tide gate work has a Corps-approved operation and maintenance plan and no effect to hydraulic regime, or tide gates that solely convey stormwater and/or Maine National Pollutant Discharge Elimination System-permitted discharges.	Repair, replacement, or maintenance of previously authorized structures or fills not eligible for SV, provided: • ≤0.5 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
2. Moorings	Private, non-commercial, non-rental, single-boat moorings, provided: • Authorized by the local harbormaster/town. • Not associated with any boating facility (e.g. marinas). • Not located within a Federal Navigational Project (other than in a Federal Anchorage) or within a distance of three times the authorized depth of a Federal Navigation Project. Moorings in a Federal Anchorage must not be associated with a boating facility and must not be for rent. • No interference with navigation. • Mooring is not located in SAS (incl. SAV) or intertidal areas. Minor relocation of previously authorized moorings, provided: • Authorized by the local harbormaster/town. • Relocation is not within a Federal Navigational Project (other than in a Federal Anchorage) or within a distance of three times the authorized depth of a Federal Navigation Project. • No interference with navigation. • Relocated mooring is not located in SAS (incl. SAV) or intertidal areas. **SV Moorings above do not require a SVNF.*	Moorings not eligible for SV and don't require an IP. This includes private moorings with no harbormaster or means of local approval or moorings associated with a boating facility (e.g. marina). *Locating new moorings in SAS (incl. SAV) shall be avoided to the maximum extent practicable. If SAS cannot be avoided, consideration shall be given to alternative mooring systems that prevents mooring chains from resting or dragging on the bottom substrate at all tides.* An IP is required for moorings located within the horizontal limits, or with moored vessels that extend into the horizontal limits of a Federal Navigation Project (other than in a Federal Anchorage).
3. Structures, Floats, and Lifts *Cont'd below on page 30*	Reconfiguration of such existing authorized structures with all intertidal work conducted "in-the-dry" (see GC 24). Minor relocation of previously authorized floats provided: • Relocation is not into a Federal Navigation Project or within a distance of three times the authorized depth of a Federal Navigation Project (other than a Federal Anchorage). • No interference with navigation. • Not relocated in or within 25 feet of SAV. • Seasonal floats are stored above the MHWM and not on wetland (incl. salt marsh). New private, non-commercial ramp and float structures attached to land (no piers) or new floats provided: • Not located in or within a distance of three times the authorized depth of a Federal Navigation Project. • No interference with navigation. • No structure extends across >25% of the waterway width at mean low water. • Not located in or within 25 feet of SAV. • Ramp is <150 LF over salt marsh waterward of the MHWM and is ≥1:1 height:width ratio over salt marsh.	New structures, floats, and/or lifts including floatways/skidways, built to access waterway (both seasonal and permanent). Includes pile-supported, solid fill-supported, and crib-supported structures. Also includes expansions to existing authorized boating facilities (e.g. marinas). Provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF **See GC 25 for pile driving and pile removal conditions.* Compliance with the following is recommended: • *Lowermost part of floats are ≥18 inches above the substrate during all tides.* • *Structures are ≥1:1 height:width ratio over salt marsh.* • *Structures and floats are not located in or within 25 feet of SAV.* • *Moored vessels are not positioned over SAV.* • *Structures attached to land are located ≥ 25 feet from the property line (The Corps may require a letter of no objection from the abutter if located within 25 feet of the property line.)*

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
Cont'd from page 29	• Ramp and floats attached to land are located ≥25 feet from the property line. • Seasonal ramp and floats are stored above the HTL and not on wetland (incl. salt marsh). Compliance with the following is recommended: • *Lowermost part of floats is ≥18 inches above the substrate during all tides.*	• *No structure extends across >25% of the waterway width at mean low water.* • *Not located within a distance of three times the authorized depth of a Corps Federal Navigation Project.* An IP is required for structures, floats, and/or lifts including floatways/skidways, located in such that they and/or vessels docked or moored at them are within the horizontal limits of a Corps Federal Navigation Project. An IP is also required for structures and floats associated with a new or previously unauthorized boating facility (e.g. marinas).
4. Aids to Navigation and Temporary Recreational Structures	Aids to navigation and regulatory markers which are approved by and installed in accordance with the requirements of the U.S. Coast Guard. (See 33 CFR 66, Chapter I, subchapter C). **These SV Aids do not require a SVNF.* Temporary buoys, markers, floats, etc. for recreational use during specific events, provided: • They are removed within 30 days after the specific event has concluded. • No interference with navigation. • No impact to SAV.	Aids and temporary structures not eligible for SV.
5. Dredging, Disposal of Dredged Material, Beach Nourishment, and Rock Removal and Relocation	Maintenance dredging of <1,000 CY for navigational purposes with upland disposal including return water from upland contained disposal area, provided: • Proper siltation controls are used. • No expansion of footprint. • No dredging in or within a distance of three times the authorized depth of a Federal Navigation Project. • Dredging operation is limited to Nov. 8th to Apr. 9th (it is recommended that in areas populated by winter flounder, dredging should cease by March 15th). • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal area ≤1,000 SF • No dredging within 25 feet of SAV. • No dredging in or within 100 feet of shellfish areas. • No blasting. • No dredging in designated or proposed critical habitat for endangered species.	Maintenance dredging not eligible for SV and new dredging <25,000 CY Includes return water from upland contained disposal areas. Disposal includes: • Upland. • Beach nourishment (above MHW line) of any area provided the dredging's primary purpose is navigation or the sand is from an upland source. • Open water & confined aquatic disposal if Corps finds the material suitable. Beach nourishment associated with dredging when the primary purpose is not navigation requires at least a PCN. Temporary and/or permanent fill or excavation in SAV <1,000 SF and Permanent fill or excavation in other SAS <4,300 SF

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
6. U.S. Coast Guard Approved Bridges and Causeways	Discharges of dredged or fill material associated with U.S. Coast Guard Approved Bridges and Causeways, provided: • In-water work is conducted "in-the-dry" (see GC 24). • Discharge of dredged or fill material <15,000 SF • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal area ≤1,000 SF Compliance with the following is recommended: • *Discharge of dredged or fill material should not occur within 100 feet of SAV or within 25 feet of natural rocky habitat or other SAS.* *Note: new causeways and approach fills are not eligible for SV.*	Discharges of dredged or fill material associated with U.S. Coast Guard Approved Bridges and Causeways not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
7. Bank and Shoreline Stabilization Including Living Shorelines (see also GC 28)	Bank and shoreline stabilization activities, provided: • In-water work is conducted "in-the-dry" (see GC 24). • Fill is ≤500 LF in total length as measured below the plane of the HTL and is ≤200 LF in total length as measured below the plane of the MHWM or OHWM (includes total for more than one bank). Replacement vertical structures are ≤200 LF in total length as measured below the plane of the MHWM or OHWM and are ≤18 inches waterward of existing face. • Fill placed below HTL is ≤1 CY per linear foot. • Stone revetment is comprised of angular material. • No fills angled steeper than 1H:1V. • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal or shellfish areas ≤1,000 SF • No new groins, breakwaters, or jetties.	Bank and shoreline stabilization activities not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts, provided: • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
8. Residential, Commercial and Institutional Developments, and Recreational Facilities	Not Eligible	Residential, commercial and institutional developments and recreational facilities, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts, provided: • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF Conversions of previously authorized pile-supported buildings over navigable waters to residences, offices, or other non-water dependent uses require PCN. Floating house boats or businesses on floats require PCN.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
9. Utility Line Activities (see also GC 30)	Repair, replacement, or maintenance of previously authorized, currently serviceable utilities with no expansion or change in use, provided: • Conditions of the original authorization apply. • In-water work limited to Nov. 8th to Apr. 9th. • Trenching or filling confined to existing footprint and <100 LF; trenches shall be backfilled immediately. • Jet-plow, fluidization, or other direct burial methods confined to existing footprint and <200 LF • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal or shellfish areas ≤1,000 SF • No work in designated or proposed critical habitat for endangered species. New work in, over, or under navigable waters including new outfalls and any intake structure work requires PCN. Aerial utility lines over navigable waters requires PCN.	Those utility activities not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
10. Linear Transportation Projects *(for stream crossings refer to GPs 6 and 22)*	Not Eligible	Linear transportation projects, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
11. Mining Activities	Not Eligible	Not Eligible
12. Boat Ramps and Marine Railways	No new boat ramps or marine railways. In-water work is conducted "in-the-dry" (see GC 24). No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal or shellfish areas ≤1,000 SF Boat ramp and marine railway work not eligible for maintenance (i.e. not currently serviceable) may be replaced "in-kind" with minor deviations provided: • Work is confined to the intertidal zone. • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal or shellfish areas ≤1,000 SF	Those ramps and railways not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts, provided: • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
13. Land and Water-Based Renewable Energy Generation Facilities and Hydropower Projects	Not Eligible	Work associated with those facilities and projects, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF For each single and complete project, no more than 10 generation units (e.g., wind turbines or hydrokinetic devices) may be authorized. No new impoundments.
14. Reshaping Existing Ditches and Mosquito Management	≤500 LF of drainage ditch will be modified. The reshaping of the ditch cannot increase drainage capacity beyond the original as-built capacity nor can it expand the area drained by the ditch as originally constructed (i.e., the capacity of the ditch shall be the same as originally constructed and it cannot drain additional wetlands or other waters of the U.S.). No new ditches or relocation of drainage ditches constructed in waters of the U.S.; the location of the centerline of the reshaped drainage ditch shall be approximately the same as the location of the centerline of the original drainage ditch. No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal or shellfish areas ≤1,000 SF	Those activities not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
15. Response Operations for Oil or Hazardous Substances	The SVNF or a surrogate state reporting form may be submitted after-the-fact for spill response activities. This GP also authorizes the use of temporary structures and fills in waters of the U.S. for spill response training exercises (*SVNF is required prior to the activity*), provided: • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, impacts to intertidal or shellfish areas ≤1,000 SF, and impacts to tidal resources <0.5 acre	Those response operations not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
16. Cleanup of Hazardous and Toxic Waste	Only booms placed for hazardous and toxic waste containment and absorption and prevention are eligible for SV. *A SVNF is not required for these eligible containment booms.*	Cleanup activities not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF An IP is require for the establishment of new disposal sites or expanding existing sites used for the disposal of hazardous or toxic waste.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
17. Scientific Measurements Devices	Those scientific measurements devices, provided: • Devices do not restrict or concentrate movement of aquatic organisms. • No interference with navigation. • No blasting. • No biological sampling devices. • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, impacts to intertidal areas ≤1,000 SF, and impacts to tidal resources ≤0.5 acre • Upon completion of use, the devices and any associated structures or fills are removed in their entirety.	Those scientific measurements devices not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
18. Survey Activities	Those survey activities, provided: • No blasting. • No interference with navigation. • No seismic exploratory operations. • No oil and gas exploration. • No trenching or other silt-producing activities. • No fill for roads or construction pads. • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, impacts to intertidal areas ≤1,000 SF, and impacts to tidal resources <0.5 acre • No blasting. • No biological sampling devices. *A SVNF is not required for required sediment sampling for Corps-regulated dredge proposals.*	Those survey activities not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
19. Agricultural Activities	Not Eligible	Not Eligible
20. Fish and Wildlife Harvesting, Enhancement and Attraction Devices and Activities *(for aquaculture refer to GP 23)*	Those devices and activities, provided: • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, impacts to intertidal areas ≤1,000 SF, and impacts to tidal resources ≤0.5 acre • No interference with navigation. • No artificial reefs or enclosures • No impoundments or semi-impoundments for the culture or holding of motile species such as lobster, or the use of covered oyster trays or clam racks. • Structures and shell hash should not be located within 25 feet of SAV. • All gear, except for mooring tackle, when not in use on the site is stored in an upland location above the MHWM and not on wetland (incl. salt marsh). *A SVNF is not required for these eligible devices and activities.*	Those devices and activities not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF Impoundments or semi-impoundments of waters of the U.S. for the culture or holding of motile species such as lobster and new fish weirs with an impounded area <0.5 acre

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
21. Habitat Restoration, Establishment, and Enhancement	Those activities, provided: • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, impacts to intertidal areas ≤1,000 SF, and impacts to tidal resources <0.5 acre • No thin layer deposition for salt marsh restoration. • SAS planting and transplanting is <100 SF • No artificial or living reefs. • The activity is authorized in writing by a local, state, or non-Corps federal environmental agency. Water impoundments require PCN. • No conversion of i) a stream to wetland or vice versa, wetland to a pond or uplands, and ii) one wetland type to another. • No dam removal.	Those activities not eligible for SV provided those activities are proactive and result in net increases in aquatic resource functions and services.
22. Stream and Wetland Work and Crossings (see also GC 29) (*see GP 6 for bridges & causeways*)	Not Eligible	Those crossings of tidal navigable water not including bridges and causeways, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
23. Aquaculture* (see also GC 32)	Shellfish and marine algae installations that do not exceed 400 SF in area, provided: • Signed approval from Harbormaster or appropriate Town Official. • No enclosures or impoundments. • Not located in or within a distance of three times the authorized depth of a Federal Navigation Project. • Not located in or impinge upon the value of any National Lands or Federal Properties. • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal and shellfish areas ≤1,000 SF • No structures, cages, gear, or shell hash located in/within 25 feet of SAV. • All gear, except for mooring tackle, when not in use on the site is stored in an upland location above the MHWM and not on wetland (incl. salt marsh).	Shellfish, finfish, and marine algae aquaculture (with the exception of Atlantic salmon and any other salmonid, or other federally-listed endangered or threatened species), or other aquaculture facilities with no more than minimal individual and cumulative impacts to environmental resources or navigation. This is inclusive but not limited to cages, nets, bags, racks, long lines, fences, posts, poles, predator screening, etc. ***State of Maine Aquaculture guidelines are provided at: *www.maine.gov/dmr/aquaculture/index.html***

US Army Corps of Engineers ®
New England District

Section VI: Self-Verification Notification Form

(for all tidal and non-tidal projects in Maine subject to Corps jurisdiction)

At least two weeks before work commences, complete all fields (write "none" if applicable) below or use the fillable form found at www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Maine-General-Permit/ The two-week lead time is not required for emergency situations. **Send this form, an Official Species List, and project plans to the following email address: cenae-r-me@usace.army.mil**

Maine Project Office
U.S. Army Corps of Engineers
442 Civic Center Drive, Suite 350
Augusta, Maine 04330

State Permit #: _____
Date of State Permit: _____
State Project Manager: _____

Permittee: _____
Address, City, State, Zip: _____
Email, Phone: _____

Agent: _____
Address, City, State, Zip: _____
Email, Phone: _____

Contractor: _____
Address, City, State, Zip: _____
Email, Phone: _____

Project Name: _____
Address, City, State, Zip: _____
Lat °N, Long °W: _____ Tax Map/Lot: _____
Waterway Name: _____
Description of Work: _____

Proposed Starting Date: _____ Proposed Finish Date: _____

Area of wetland impact (SF): Permanent: _____ Temporary: _____
Area of waterway impact (SF): Permanent: _____ Temporary: _____

Work will be done under the following Section V General Permits (circle all that apply):

I. Inland Waters and wetlands:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
II. Navigable Waters:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23

Have MHPC and all five federally-recognized tribes in Maine been notified of the proposed work? _____Yes _____No

Your signature below, as permittee, indicates that you accept and agree to comply with the terms, eligibility criteria, and general conditions for Self-Verification under the Maine General Permit.

Permittee Signature: _____ Date: _____

US Army Corps
of Engineers ®
New England District

Section VII: Content of a Pre-Construction Notification

In addition to the following required information, the applicant must provide additional information as the Corps deems essential to make a public interest determination including, where applicable, a determination of compliance with the Section 404(b)(1) guidelines or ocean dumping criteria. Such additional information may include environmental data and information on alternate methods and sites as may be necessary for the preparation of the required environmental documentation. For a more comprehensive checklist, go to *www.nae.usace.army.mil/missions/regulatory* >> Forms >> Application and Plan Guideline Checklist. Please check with the Corps for project-specific requirements.

Information required for all projects:

- □ DIGITAL SUBMISSIONS ARE ENCOURAGED (email PCN to **cenae-r-me@usace.army.mil**)
- □ Completed Corps application form (ENG Form 4345 attached below or found electronically at *www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/Obtain-a-Permit*) or appropriate state application form. Forms may need to be supplemented to include the information noted below.
- □ Proof of notification to MHPC and all five federally-recognized tribes (see Section VIII for contact info).
- □ Official Species List for any federally-listed endangered or threatened species and email address of the person who generated the list.
- □ Drawings, sketches, or plans (detailed engineering plans and specifications are not required) that are legible, reproducible (color is encouraged, but features must be distinguishable in black and white), no larger than 8.5”x11”, with bar scale (plans overlaid on aerial photos are discouraged). Wetland area impact sheets shall have the highest resolution possible to show work within Corps jurisdiction (do not just reduce project overview or cut large-scale plan into quadrant sheets). Provide locus map and a plan overview of the entire property with a key index to the individual impact sheets. A locus map be on a section of color USGS topographic map.
- □ Include:
  - □ All direct, secondary, permanent and temporary effects the project would cause, including the anticipated amount of impacts to waters of the U.S. expected to result from the activity, in acres, linear feet, or other appropriate unit of measure.
  - □ Any historic permanent fill associated with each single and complete project.
  - □ Cross-section views of all wetland and waterway fill areas and wetland replication areas.
  - □ Document on project plans wetlands, other special aquatic sites (SAS) including vegetated shallows (or submerged aquatic vegetation, SAV) and mudflats, natural rocky habitat, shellfish areas, vernal pools, and other waters, such as lakes and ponds, and perennial, and intermittent streams on the project site (GC1).
  - □ MLW line, MHW mark, and HTL elevations in tidal waters. Show OHWM elevation in lakes and non-tidal streams.
  - □ **Existing and proposed conditions.**
- □ Volume, type, and source of fill material to be discharged into waters and wetlands, including the area(s) (in square feet or acres) of fill in wetlands, below OHWM in inland waters and below the HTL in coastal waters.
- □ If applicable, a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions (see GC 21).

Information that may be required:

- □ Photographs of wetland/waterway to be impacted. Photos at low tide are preferred for work in tidal waters.
- □ For drawings, sketches, or plans:
  - □ The vertical datum for all coastal projects and projects in towns bordering coastal waters shall be in U.S. survey feet and referenced to MLLW and include current tidal epoch, with a reference chart showing conversion factor to the North American Vertical Datum of 1988. Do not use local datum. See *www.nae.usace.army.mil/missions/regulatory* >> Forms and Publications >>Vertical Datum - FEMA (Jul 2007);
  - □ The horizontal state plane coordinates shall be shown on plan and elevation views and shall be in the North American Datum of 1983 (NAD83) State Plane Coordinate System in U.S. survey feet.
- □ For the construction of a filled area or pile or float-supported platform, the use of, and specific structures to be erected on, the fill or platform.
- □ For the discharge of dredged or fill material into waters of the U.S. or the transportation of dredged material for the purpose of disposing of it in ocean waters, the source of the material; the purpose of the discharge, a description of the type, composition and quantity of the material; the method of transportation and disposal of the material; and the location of the disposal site.
- □ For the discharge of dredged or fill material into waters of the U.S., include a statement describing how impacts to waters of the U.S. are to be avoided and minimized. Include either a statement describing how impacts to waters of the U.S. are to be compensated for or a statement explaining why compensatory mitigation should not be required for the proposed impacts.
- □ Purpose and need for the proposed activity;
- □ Limits and coordinates of any Federal Navigation Project in the vicinity of the project area.
- □ Limits and coordinates of any proposed mooring field, reconfiguration zone or aquaculture activity. Provide coordinates for all corners;
- □ Schedule of construction/activity;
- □ Names and addresses of adjoining property owners;
- □ Location and dimensions of adjacent structures;
- □ Alternatives analysis;
- □ Wetland delineation data sheets;
- □ List of authorizations required by other federal, interstate, state, or local agencies for the work, including all approvals received or denials already made.
- □ Identification and description of potential impacts to Essential Fish Habitat (see GC 17).
- □ Identification of potential discharges of pollutants to waters, including potential impacts to impaired waters, in the project area.
- □ Invasive Species Control Plan (see GC 22). For sample control plans, see *www.nae.usace.army.mil/Missions/Regulatory/Invasive-Species*
- □ Wildlife Action Plan (WAP) maps. Contact the Maine Department of Inland Fisheries & Wildlife (Section VIII) or online at *www.maine.gov/ifw/wildlife/conservation/action_plan.html*

Information for dredging projects that may be required:

- □ Sediment testing, including physical (e.g., grain-size analysis), chemical and biological testing. For projects proposing open water disposal, applicants must contact the Corps as early as possible regarding sampling and testing protocols. Sampling and testing of sediments without such contact should not occur and if done, would be at the applicant's risk.
- □ The area in square feet and volume of material to be dredged below mean high water.
- □ Existing and proposed water depths.
- □ Type of dredging equipment to be used.
- □ Nature of material (e.g., silty sand).
- □ Any existing sediment grain size and bulk sediment chemistry data for the proposed or any nearby projects.
- □ Information on the location and nature of municipal or industrial discharges and occurrence of any contaminant spills in or near the project area.
- □ Shellfish survey.
- □ Location of the disposal site (include locus sheet).
- □ Identification and description of any potential impacts to Essential Fish Habitat.
- □ Delineation of submerged aquatic vegetation (e.g., eelgrass beds).

Information for tidal crossing projects that may be required:

- □ A graphic longitudinal elevation profile plot of the tidal stream channel thalweg, both up and downstream of the proposed project site. Thalweg elevations shall extend from the crossing to beyond the zone of scour, channel widening, or other channel alteration resulting from the present or pre-existing crossings. The profile plot should include labeled elevations for the:
  - □ crossing invert and top of the inlet and outlet
  - □ roadbed crown
  - □ lowest and highest recorded tides at the site
  - □ reference datums, such as MLLW, MHHW, and astronomical high tide
  - □ hydraulic controls and nearest crossings that could influence or be influenced by the proposed crossing
- □ A graphic plot of continuous tidal water levels recorded up and downstream, simultaneously, of the proposed crossing for an entire lunar cycle. The water level plot should include labeled elevations for the:
  - □ crossing invert and crossing top at the inlet and outlet
  - □ roadbed crown
  - □ reference datums, such as MLLW, MHHW, and astronomical high tide
- □ A map showing projected extents of maximum flooding within the area influenced by the crossing under current conditions and as a result of sea level rise. The present minimum sea level rise scenario suggested for planning purposes by the Maine Climate Council Scientific and Technical Subcommittee is the Intermediate Scenario, which projects an increase of 3.0-4.6 feet by 2100.

Information for aquaculture projects that may be required:

- □ Maine Aquaculture guidelines and joint Corps/Maine DMR applications may be found at: *www.maine.gov/dmr/aquaculture/index.htm*
- □ In addition to the information required above, applications should also include:
  - □ Results of coordination with Harbor Master and U.S. Coast Guard
  - □ Whether canopy predator nets are being used.

U.S. Army Corps of Engineers (USACE)

APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT

33 CFR 325. The proponent agency is CECW-CO-R.

Form Approved - OMB No. 0710-0003 Expires: 02-28-2022

The public reporting burden for this collection of information, OMB Control Number 0710-0003, is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR APPLICATION TO THE ABOVE EMAIL.

PRIVACY ACT STATEMENT

Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned. System of Record Notice (SORN). The information received is entered into our permit tracking database and a SORN has been completed (SORN #A1145b) and may be accessed at the following website: http://dpcld.defense.gov/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/570115/a1145b-ce.aspx

(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE

(ITEMS BELOW TO BE FILLED BY APPLICANT)

5. APPLICANT'S NAME	8. AUTHORIZED AGENT'S NAME AND TITLE (agent is not required)
First - Middle - Last -	First - Middle - Last -
Company -	Company -
E-mail Address -	E-mail Address -
6. APPLICANT'S ADDRESS:	9. AGENT'S ADDRESS:
Address-	Address-
City - State - Zip - Country -	City - State - Zip - Country -
7. APPLICANT'S PHONE NOs. w/AREA CODE	10. AGENTS PHONE NOs. w/AREA CODE
a. Residence b. Business c. Fax	a. Residence b. Business c. Fax

STATEMENT OF AUTHORIZATION

11. I hereby authorize,_____to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.

_____ _____

SIGNATURE OF APPLICANT DATE

NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY

12. PROJECT NAME OR TITLE (see instructions)

13. NAME OF WATERBODY, IF KNOWN (if applicable)	14. PROJECT STREET ADDRESS (if applicable)
	Address
15. LOCATION OF PROJECT	City - State- Zip-
Latitude: ◦N Longitude: ◦W	

16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (see instructions)

State Tax Parcel ID Municipality

Section - Township - Range -

17. DIRECTIONS TO THE SITE

18. Nature of Activity (Description of project, include all features)

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge

21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

Type Amount in Cubic Yards	Type Amount in Cubic Yards	Type Amount in Cubic Yards

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres

or

Linear Feet

23. Description of Avoidance, Minimization, and Compensation (see instructions)

24. Is Any Portion of the Work Already Complete? ☐ Yes ☐ No IF YES, DESCRIBE THE COMPLETED WORK

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).

a. Address-

City - State - Zip -

b. Address-

City - State - Zip -

c. Address-

City - State - Zip -

d. Address-

City - State - Zip -

e. Address-

City - State - Zip -

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.

AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED

* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

SIGNATURE OF APPLICANT DATE SIGNATURE OF AGENT DATE

The Application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than $10,000 or imprisoned not more than five years or both.

Section VIII: Agency Contacts

1. Federal

U.S. Army Corps of Engineers
Maine Project Office
442 Civic Center Drive, Suite 350
Augusta, Maine 04330
(207) 623-8367; (207) 623-8206 (fax)
Email: cenae-r-me@usace.army.mil

U.S. Environmental Protection Agency
5 Post Office Square
Suite 100 (OEP05–2)
Boston, Massachusetts 02109-3912
(617) 918-1589

U.S. Fish and Wildlife Service
Maine Field Office
P.O. Box A
East Orland, Maine 04431
(207) 469-7300; (207) 902-1588 (fax)
(Federal endangered species)

National Marine Fisheries Service
Maine Field Office
17 Godfrey Drive, Suite 1
Orono, Maine 04473
(207) 866-7379; (207) 866-7342 (fax)
(Federal endangered species)

FEMA Region 1
Federal Insurance and Mitigation Division
99 High Street 6th Floor
Boston, Massachusetts 02110
(floodplains)

Federal Emergency Management Agency
99 High Street
Boston, Massachusetts 02110
(877) 336-2734
(Floodplain Management)

National Marine Fisheries Service
55 Great Republic Drive
Gloucester, Massachusetts 01930
(978) 281-9102; (978) 281-9301 (fax)
(Federal endangered species & EFH)

National Park Service
North Atlantic Region
15 State Street
Boston, Massachusetts 02109
(617) 223-5203
(Wild and Scenic Rivers)

Commander (dpb)
First Coast Guard District
One South Street - Battery Building
New York, New York 10004-1466
(212) 668-7021; (212) 668-7967 (fax)
(bridge permits)

2. State of Maine

a. Department of Environmental Protection (*State permits & Water Quality Certifications*)

Augusta Regional Office
17 State House Station
Augusta, Maine 04333
(207) 287-7688

Southern Maine Regional Office
312 Canco Road
Portland, Maine 04103
(201) 822-6300

Eastern Maine Regional Office
106 Hogan Road
Bangor, Maine 04401
(207) 941-4570

Northern Maine Regional Office
1235 Central Drive
Presque Isle, Maine 04769
(207) 764-0477

b. Department of Agriculture, Conservation and Forestry

i. Maine Land Use Planning Commission (LUPC) (*State permits & Water Quality Certifications for the unorganized areas of the State*)

Augusta Office
22 State House Station
Augusta, Maine 04333-0022
(207) 287-2631; (207) 287-7439 (fax)

Greenville Regional Office
43 Lakeview Drive
P.O. Box 1107
Greenville, Maine 04441
(207) 695-2466; (207) 695-2380 (fax)

Western Region Office
932 U.S. Route 2
East Wilton, Maine 04992
(207) 670-7492; (207) 287-7439 (fax)

Downeast Regional Office
106 Hogan Road, Suite 8
Bangor, Maine 04401
(207) 215-4685; (207) 941-4222 (fax)

Ashland Regional Office
45 Radar Road
Ashland, Maine 04732-3600
(207) 435-7963; (207) 435-7184 (fax)

Eastern Region Office
191 Main Street
East Millinocket, Maine 04430
(207) 399-2176; (207) 746-2243 (fax)

ii. Maine Coastal Program

21 State House Station
Augusta, Maine 04333
(207) 707-2324; (207) 624-6024 (fax)
(CZM consistency determinations)

iii. Division of Parks and Public Lands

22 State House Station
Augusta, Maine 04333
(207) 287-3061; (207) 287-6170 (fax)
(submerged lands leases)

iv. Maine Floodplain Management Program

17 Elkins Lane
Augusta, Maine 04333
(207) 287-8063
(floodplains)

c. Department of Marine Resources

21 State House Station
Augusta, Maine 04333
(207) 633-9500; (207) 624-6024 (fax)
(aquaculture leases/licenses)

3. Historic Properties

a. State Historic Preservation Officer (SHPO)

Kirk F. Mohney, Director
Maine Historic Preservation Commission
65 State House Station
Augusta, Maine 04333-0065
(207) 287-2132; (207) 287-2335 (fax)

b. Tribal Historic Preservation Officers (THPOs)

Houlton Band of Maliseet Indians
88 Bell Road
Littleton, Maine 04730
(207) 532-4273, x215; (207) 532-6883 (fax)
istjohn@maliseets.com

Aroostook Band of Micmacs
7 Northern Road
Presque Isle, Maine 04769
(207) 764-1972; (207) 764-7667 (fax)
jdennis@micmac-nsn.gov

Passamaquoddy Tribe of Indians
Pleasant Point Reservation
P.O. Box 343
Perry, Maine 04667
(207) 853-2600; (207) 853-6039 (fax)
soctomah@gmail.com

Penobscot Nation
Cultural and Historic Preservation Dept.
12 Wabanaki Way
Indian Island, Maine 04468
(207) 817-7471
chris.sockalexis@penobscotnation.org

Passamaquoddy Tribe of Indians
Indian Township Reservation
P.O. Box 301
Princeton, Maine 04668
(207) 796-2301; (207) 796-5256 (fax)
soctomah@gmail.com

Section IX: Definitions

Action Area: The "Endangered Species Consultation Handbook – Procedures for Conducting Consultation and Conference Activities Under Section 7 of the ESA," defines action area as "all areas to be affected directly or indirectly by the federal action and not merely the immediate area involved in the action. [50 CFR 402.02]."

Agricultural Activities: The Clean Water Act exempts certain discharges associated with normal farming, ranching, and forestry activities such as plowing, cultivating, minor drainage, and harvesting for the production of food, fiber, and forest products, or upland soil and water conservation practices (Section 404(f)(1)(A)). Prospective permittees are strongly advised to contact the Corps for a determination of whether their activity is exempt or requires a permit.

Attendant Features: Occurring with or as a result of; accompanying.

Aquatic Habitat Restoration, Establishment and Enhancement: The Corps will decide if a project qualifies and must determine in consultation with federal and state agencies that the net effects are beneficial. The Corps may refer to Nationwide Permit 27 published in the January 6, 2017 Federal Register. Activities authorized here may include, but are not limited to: the removal of accumulated sediments; the installation, removal, and maintenance of small water control structures, dikes, and berms; the installation of current deflectors; the enhancement, restoration, or establishment of riffle and pool stream structure; the placement of in-stream habitat structures; modifications of the stream bed and/or banks to restore or establish stream meanders; the backfilling of artificial channels and drainage ditches; the removal of existing drainage structures; the construction of small nesting islands in inland waters**;** the construction of open water areas; the construction of native shellfish species habitat over unvegetated bottom for the purpose of habitat protection or restoration in tidal waters; shellfish seeding; activities needed to reestablish vegetation, including plowing or discing for seed bed preparation and the planting of appropriate wetland species; mechanized land clearing to remove non-native invasive, exotic, or nuisance vegetation; and other related activities. Only native plant species shall be planted at the site.

Biodegradable: A material that decomposes into elements found in nature within a reasonably short period of time and will not leave a residue of plastic or a petroleum derivative in the environment after degradation. Examples of biodegradable materials include jute, sisal, cotton, straw, burlap, coconut husk fiber (coir) or excelsior. In contrast, degradable plastics break down into plastic fragments that remain in the environment after degradation.

Boating facilities: These provide, rent or sell mooring space, such as marinas, yacht clubs, boat yards, dockominiums, town facilities, land/home owners, etc. Not classified as boating facilities are piers shared between two abutting properties or town mooring fields that charge an equitable user fee based on the actual costs incurred.

Bordering and Contiguous Wetlands: A bordering wetland is immediately next to its adjacent waterbody and may lie at, or below, the ordinary high water mark (mean high water mark in navigable waters) of that waterbody and is directly influenced by its hydrologic regime. Contiguous wetlands extend landward from their adjacent waterbody to a point where a natural or manmade discontinuity exists. Contiguous wetlands include bordering wetlands as well as wetlands that are situated immediately above the ordinary high water mark and above the normal hydrologic influence of their adjacent waterbody.

Brushing: The placement of tree boughs, wooden lath structure, or small-mesh fencing on mudflats, or any bottom disturbance (e.g., discing, plowing, raking, etc.), to enhance recruitment of shellfish.

Buffer Zone: The buffer zone of an FNP is equal to three times the authorized depth of the FNP.

Construction mats: Constructions, swamp and timber mats (herein referred to as "construction mats") are generic terms used to describe structures that distribute equipment weight to prevent wetland damage while facilitating passage and providing work platforms for workers and equipment. They are comprised of sheets or mats made from a variety of materials in various sizes. A timber mat consists of large timbers bolted or cabled together. Corduroy roads, which are not considered to be construction mats, are cut trees and/or saplings with the

crowns and branches removed, and the trunks lined up next to one another. Corduroy roads are typically installed as permanent structures. Like construction mats, they are considered as fill whether they are installed temporarily or permanently.

Cumulative effects: See "Direct, secondary, and cumulative effects."

Currently Serviceable: Useable as-is or with some maintenance, but not so degraded as to essential require reconstruction.

Direct, secondary, and cumulative effects:
Direct Effects: The loss of aquatic ecosystem within the footprint of the discharge of dredged or fill material. Direct effects are caused by the action and occur at the same time and place.
Secondary Effects: These are effects on an aquatic ecosystem that are associated with a discharge of dredged or fill materials, but do not result from the actual placement of the dredged or fill material. Information about secondary effects on aquatic ecosystems shall be considered prior to the time final Section 404 action is taken by permitting authorities. Some examples of secondary effects on an aquatic ecosystem are a) aquatic areas drained, flooded, fragmented, or mechanically cleared, b) fluctuating water levels in all impoundment and downstream associated with the operation of a dam, c) septic tank leaching and surface runoff from residential or commercial developments on fill, and d) leachate and runoff from a sanitary landfill located in waters of the U.S. See 40 CFR 230.11(h).
Cumulative Effects: The changes in an aquatic ecosystem that are attributable to the collective effect of a number of individual 1) discharges of dredged or fill material, or 2) structures. Although the impact of a particular discharge may constitute a minor change in itself, the cumulative effect of numerous such piecemeal changes can result in a major impairment of the water resources and interfere with the productivity and water quality of existing aquatic ecosystems. See 40 CFR 230(g).

Dredging:
Maintenance Dredging: Includes areas and depths previously authorized by the Corps and dredged.
The Corps may require proof of authorization. Maintenance dredging typically refers to the routine removal of accumulated sediment from channel beds to maintain the design depths of navigation channels, harbors, marinas, boat launches and port facilities. Routine maintenance dredging is conducted regularly for navigational purposes (typically at least once every ten years) and does not include any expansion of the previously dredged area or depth. The Corps may review a maintenance dredging activity as new dredging if sufficient time has elapsed to allow for the colonization of SAS, shellfish, etc. The main characteristics of maintenance dredging projects are variable quantities of material; soft, uncompacted soil; contaminant content possible; thin layers of material; occurring in navigation channels and harbors; repetitive activity
New Dredging: Dredging of an area or to a depth that has never been authorized by the Corps or dredged.

Dredged material & discharge of dredged material: These are defined at 323.2(c) and (d). The term dredged material means material that is excavated or dredged from waters of the U.S.

Essential Fish Habitat (EFH): This is broadly defined to include those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity.

Fill material & discharge of fill material: These are defined at 323.2(e) and (f). The term fill material is defined as material placed in waters of the U.S. where the material has the effect of either replacing any portion of a water of the U.S. with dry land or changing the bottom elevation of any portion of a water of the U.S.

Fill area: Fill area includes all temporary and permanent fill (including mats), and regulated discharges associated with excavation.

Federal navigation projects (FNPs): These areas are maintained by the Corps; authorized, constructed and maintained on the premise that they will be accessible and available to all on equal terms; and are comprised of Federal Anchorages, Federal Channels and Federal Turning Basins. The buffer zone is equal to three times the authorized depth of a FNP. More information on the following FNPs is provided at *www.nae.usace.army.mil/missions/navigation.aspx* >> Navigation Projects.

Flume: An open artificial water channel, in the form of a gravity chute that leads water from a diversion dam or weir completely aside a natural flow. A flume can be used to measure the rate of flow.

Frac out: During normal drilling operations, drilling fluid travels up the borehole into a pit. When the borehole becomes obstructed or the pressure becomes too great inside the borehole, the ground fractures and fluid escapes to the surface.

Habitat Connectivity Design: projects designed and constructed for consistency with natural stream dimensions, profiles, and dynamics, in accordance with the following technical references: U.S. Forest Service guide (Forest Service Stream-Simulation Working Group 2008), augmented by documents published by the states of Washington (Barnard et al. 2013), Vermont (Bates and Kirn 2009) and California (Love and Bates 2009).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Individual Permit: A Department of the Army authorization that is issued following a case-by-case evaluation of a specific structure or work in accordance with the procedures of 33 CFR 322, or a specific project involving the proposed discharge(s) in accordance with the procedures of 33 CFR 323, and in accordance with the procedures of 33 CFR 325 and a determination that the proposed discharge is in the public interest pursuant to 33 CFR 320.

Living Shoreline: Living shorelines stabilize banks and shores in coastal waters along shores with small fetch and gentle slopes that are subject to low-to mid-energy waves. A living shoreline has a footprint that is made up mostly of native material. It incorporates vegetation or other living, natural "soft" elements alone or in combination with some type of harder shoreline structure (e.g., oyster or mussel reefs or rock sills) for added protection and stability. Living shorelines shall maintain the natural continuity of the land-water interface, and retain or enhance shoreline ecological processes. Living shorelines must have a substantial biological component, either tidal or lacustrine fringe wetlands or oyster or mussel reef structures.

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 – "Activities occurring before certain dates," 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, or current construction codes or safety standards that are necessary to make repair, rehabilitation, or replacement are authorized.
- Currently serviceable means useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.
- No seaward expansion for bulkheads or any other fill activity is considered SV maintenance.
- Only structures or fills that were previously authorized and are in compliance with the terms and condition of the original authorization can be maintained as a non-regulated activity under 33 CFR 323.4(a)(2), or in accordance with the SV or PCN thresholds in Section V.

b. The state's maintenance provisions may differ from the Corps and may require reporting and written authorization from the state.

c. Contact the Corps to determine whether stream crossing replacements require a PCN.

d. Exempted Maintenance. In accordance with 33 CFR 323.4(a)(2), any discharge of dredged or fill material that may result from any of the following activities is not prohibited by or otherwise subject to regulation under Section 404 of the CWA: "Maintenance, including emergency reconstruction of recently damaged parts, of currently serviceable structures such as dikes, dams, levees, groins, riprap, breakwaters, causeways, bridge abutments or approaches, and transportation structures. Maintenance does not include any modification that changes the character, scope, or size of the original fill design."

The following definition is also applicable:

Minor deviations: Deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, or current construction codes or safety standards, which are necessary to make repair, rehabilitation, or replacement are permitted, provided the adverse environ-mental effects resulting from such repair, rehabilitation, or replacement are minimal.

Marina reconfiguration zone: A Corps-authorized area in which permittees may rearrange pile-supported structures and floats without additional authorizations. A reconfiguration zone does not grant exclusive privileges to an area or an increase in structure or float area.

Natural Rocky Habitats: Natural rocky habitats are intertidal and subtidal substrates composed of pebble-gravel, cobble, boulder, or rock ledge and outcrops. Manufactured stone (e.g. cut or engineered rip-rap) is not considered a natural rocky habitat. Natural rocky habitats are either found as pavement (consolidated pebble-gravel, cobble, or boulder areas) or as a mixture with fines (i.e. clay and sand) and other substrates.

Navigable waters of the U.S.: See Waters of the U.S. below.

Overall project: See "single and complete linear project" below.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Permanent impacts: Permanent impacts means waters of the U.S. that are permanently affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent impacts include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody.

Pre-construction notification (PCN): A request submitted by a prospective permittee to the Corps for confirmation that a particular activity is authorized by this GP. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of these GPs. A PCN may be voluntarily submitted in cases where PCN is not required and the project proponent wants confirmation that the activity is authorized under this GP.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/ historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in again in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area. Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complexes: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a course 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. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Secondary effects: See "Direct, secondary, and cumulative effects."

Shellfish Areas: Areas that currently support molluscan shellfish. Information regarding these locations can be obtained from the State of Maine GeoLibrary Data Catalog at: *www.maine.gov/geolib/catalog.html*

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term "single and complete project" is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the U.S. (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for the purposes of this GP. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.
The overall project, for purposes of this GP, includes all regulated activities that are reasonably related and necessary to accomplish the project purpose.

Single and complete non-linear project: For non-linear projects, the term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. For non-linear projects, the single and complete project shall have independent utility (see definition).

Special aquatic sites (SAS): These are defined at 40 CFR 230 Subpart E. They include sanctuaries and refuges, wetlands, mud flats, vegetated shallows (submerged aquatic vegetation, SAV), coral reefs, and riffle and pool complexes.

Stream: The term "stream" in the document means rivers, streams, brooks, etc.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Stream Simulation: A method for designing and building road-stream crossings intended to permit free and unrestricted movements of any aquatic species. Reference:
https://www.nae.usace.army.mil/Missions/Regulatory/Stream-and-River-Continuity/

Stream Smart Design: projects designed to allow the stream to act like a stream by passing fish and wildlife as well as the higher flows that come with large infrequent storms while protecting the stability of the road and public safety. Stream Smart Design follows the "Four S's": The culvert must SPAN the stream, allowing for passage of aquatic and terrestrial wildlife. The culvert has to be SET at the right elevation. The SLOPE of the culvert must match the stream. There must be SUBSTRATE (natural sediment) in the crossing. Reference:
www1.maine.gov/mdot/publications/docs/brochures/pocket_guide_stream_smart_web.pdf

Temporary impacts: Temporary impacts include waters of the U.S. that are temporarily filled, flooded, excavated, drained or mechanically cleared because of the regulated activity.

Temporal loss: The time lag between the loss of aquatic resource functions caused by the permitted impacts and the replacement of aquatic resource functions at the compensatory mitigation site(s) (33 CFR 332.2).

Utility line: Any pipe or pipeline for the transportation of any gaseous, liquid, liquescent, or slurry substance, for any purpose, and any cable, line, or wire for the transmission for any purpose of electrical energy, telephone, and telegraph messages, and radio and television communication. The term 'utility line' does not include activities that drain a water of the U.S., such as drainage tile or French drains, but it does apply to pipes conveying drainage from another area.

Vegetated shallows/Submerged Aquatic Vegetation (SAV): Permanently inundated areas that under normal circumstances support communities of rooted aquatic vegetation, such as eelgrass in marine systems as well as a number of freshwater species in rivers and lakes. Note: Eelgrass surveys should be conducted be conducted between May and October unless otherwise directed.

Vernal pools (VPs): The State of Maine, Department of Environmental Protection has specific protections for VPs. For the purposes of these GPs, VPs are depressional wetland basins that typically go dry in most years and may contain inlets or outlets, typically of intermittent flow. Vernal pools range in both size and depth depending upon landscape position and parent material(s). In most years, VPs support one or more of the following obligate indicator species: wood frogs (*Rana sylvatica*), spotted salamanders (*Ambystoma maculatum*), blue-spotted salamanders (*Ambystoma laterale*), and fairy shrimp (*Eubranchipus* sp.). However, they should preclude sustainable populations of predatory fish.

Water dependency: activity requiring access or proximity to or siting within a special aquatic site (SAS) to fulfill its basic project purpose.

Water diversions: Water diversions are activities such as bypass pumping (e.g., "dam and pump") or water withdrawals. Temporary flume pipes, culverts or cofferdams where normal flows are maintained within the stream boundary's confines aren't water diversions. "Normal flows" are defined as no change in flow from pre-project conditions.

Weir: A barrier across a river designed to alter the flow characteristics. In most cases, weirs take the form of a barrier, smaller than most conventional dams, across a river that causes water to pool behind the structure (not unlike a dam) and allows water to flow over the top. Weirs are commonly used to alter the flow regime of the river, prevent flooding, measure discharge and help render a river navigable.

Waters of the United States (U.S.)

Waters of the U.S.: The term waters of the U.S. and all other terms relating to the geographic scope of jurisdiction are defined at 33 CFR 328. Also see Section 502(7) of the Federal CWA [33 USC 1352(7)]. Waters of the U.S. include jurisdictional wetlands. Not all waters and wetlands are jurisdictional. Contact the Corps with any questions regarding jurisdiction.

Navigable waters: Refer to 33 CFR 329. These waters include the following federally-designated navigable waters in New England. This list represents only those waterbodies for which affirmative determinations have been made; absence from this list shall not be taken as an indication that the waterbody is not navigable: In Maine, navigable waters are those waters that are subject to the ebb and flow of the tide in addition to the non-tidal portions of the following federally-designated waters in Maine (the Kennebec River to Moosehead Lake, the Penobscot River to the confluence of the East and West Branch at Medway and, Lake Umbagog within the State of Maine).

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

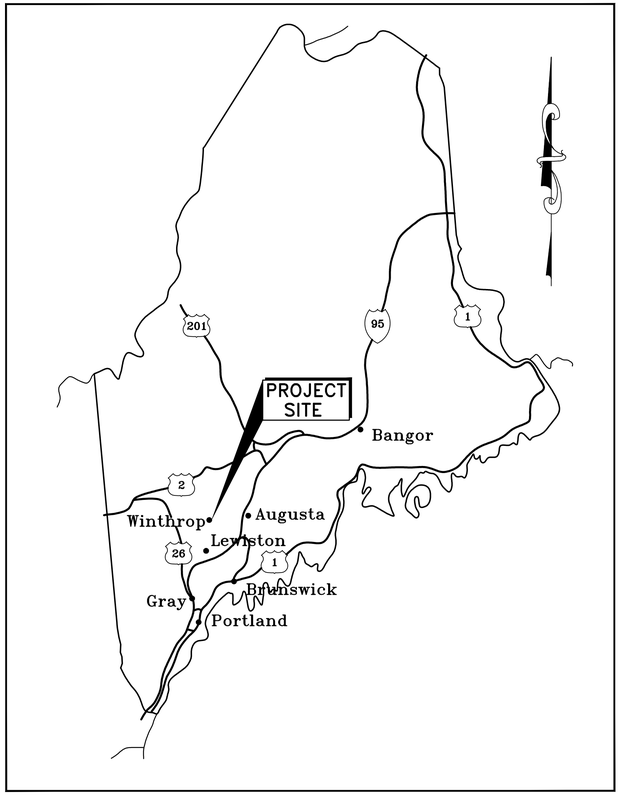
Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tideline.

CONSTRUCTION DRAWINGS

ANNABESSACOOK LAKE BOATING FACILITY

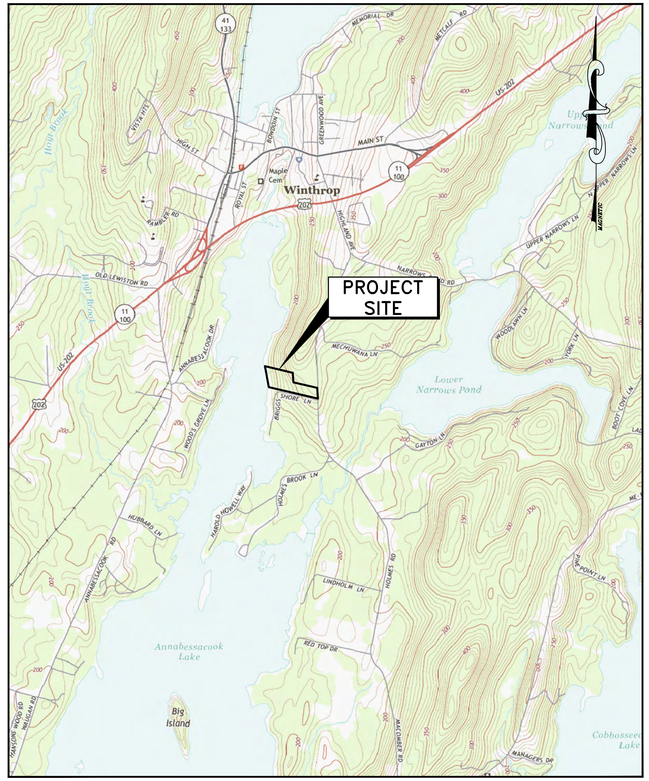
WINTHROP, MAINE

PINE TREE ENGINEERING, INC.
53 Front Street
Bath, Maine 04530

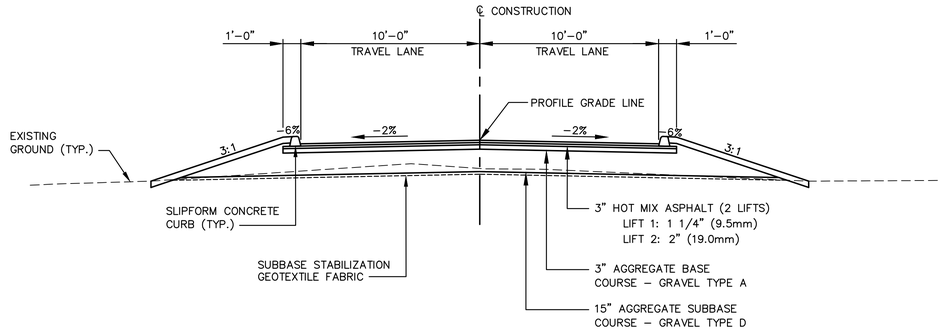


LOCATION MAP
SCALE: 1"=33± MILES

DRAWING INDEX

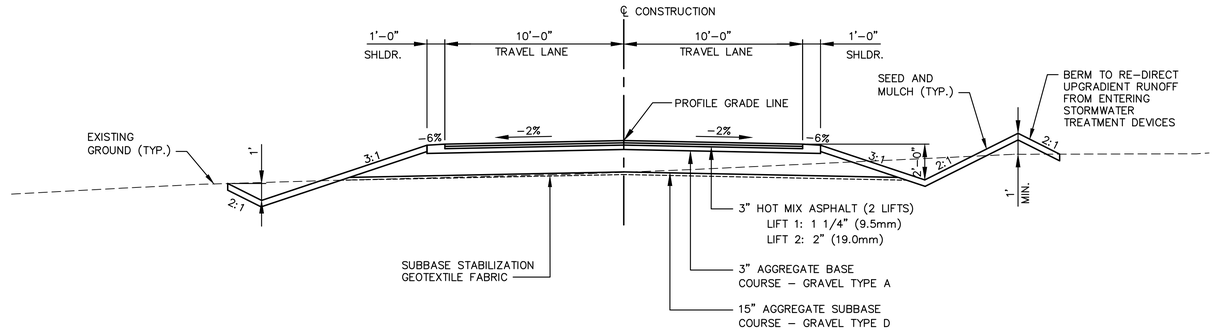


AREA MAP
SCALE: 1"=2000±



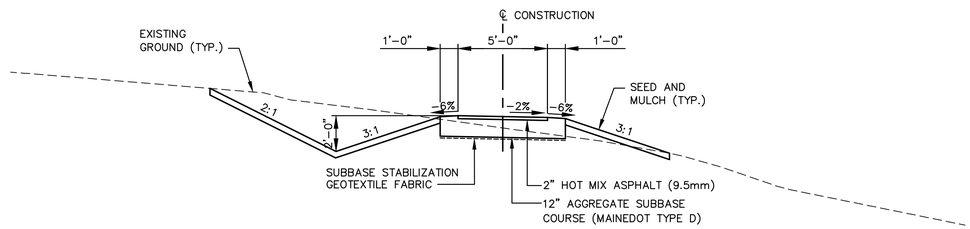
TYPICAL PAVED SECTION – WITH CURB

SCALE: 1" = 4'–0"



TYPICAL PAVED SECTION – WITHOUT CURB

SCALE: 1" = 4'–0"



TYPICAL PAVED PATH SECTION

SCALE: 1" = 4'–0"

LEGEND

EXISTING	DESCRIPTION	PROPOSED
10+00	ROAD CENTERLINE	
	PROPERTY LINE	
	STREAM	
	EDGE OF PAVEMENT	
	EDGE OF GRAVEL	
100	CONTOUR (INT 5')	200
99	CONTOUR (INT 1')	199
	STONEWALL	
	TREELINE	
	BUILDING	
	CULVERT	
	DITCH LINE	
	CATCH BASIN	
OHE	OVERHEAD ELECTRICAL	
	UTILITY POLE	
	PROPERTY PIN	
	SURVEY CONTROL POINT	
	SIGN	
	TREE	
	LEDGE	
	RIPRAP	
	STONE CHECK DAM	
	SEDIMENT BARRIER	SB
	CONCRETE	

REV	DATE	STATUS	BY	CHKD	APPD
3	3/7/2022	ISSUED FOR BIDDING	DB	JRP	RLP
2	11/12/2021	REVISED PER DEP BWQ COMMENTS	JRP	RLP	RLP
1	8/18/2021	REVISED PER DEP WATERSHED COMMENTS	JRP	RLP	RLP
0	7/20/2021	DEP STORMWATER APPLICATION	JRP	RLP	RLP

STATE OF MAINE
ROBERT L. PRUE, JR
No. 6052
LICENSED
PROFESSIONAL ENGINEER

DESIGNED BY: JRP/RLP
DRAWN BY: DB
CHECKED BY: RLP
APPROVED BY: RLP
DATE: 7/20/2021

Pine Tree Engineering
Civil/Environmental Engineering • Surveying
53 Front Street
Bath, Maine 04530
Tel: (207) 443-1508
Fax: (207) 442-7029

CLIENT
MAINE DEPARTMENT OF
INLAND FISHERIES AND WILDLIFE
41 STATE HOUSE STATION
AUGUSTA, MAINE 04333

PROJECT
ANNABESSACOOK LAKE
BOATING FACILITY

TITLE
TYPICAL SECTIONS
AND LEGEND

SCALE: AS SHOWN
PROJECT NO.: 19010
DRAWING NO.: 19010 GEN–TYP
SHT. 2 of 16
REV. 3

TEMPORARY BENCHMARKS:

TBM–1
PK SET IN ROCK
ELEV. = 268.85

TBM–2
PK SET IN UTILITY POLE #51–43
ELEV. = 270.86

TBM–3
TOP OF 5/8" REBAR "1303" 3" TALL
ELEV. = 253.05

TBM–4
PK SET IN 12" PINE TRIPLE FLAGGED ORANGE
ELEV. = 180.25

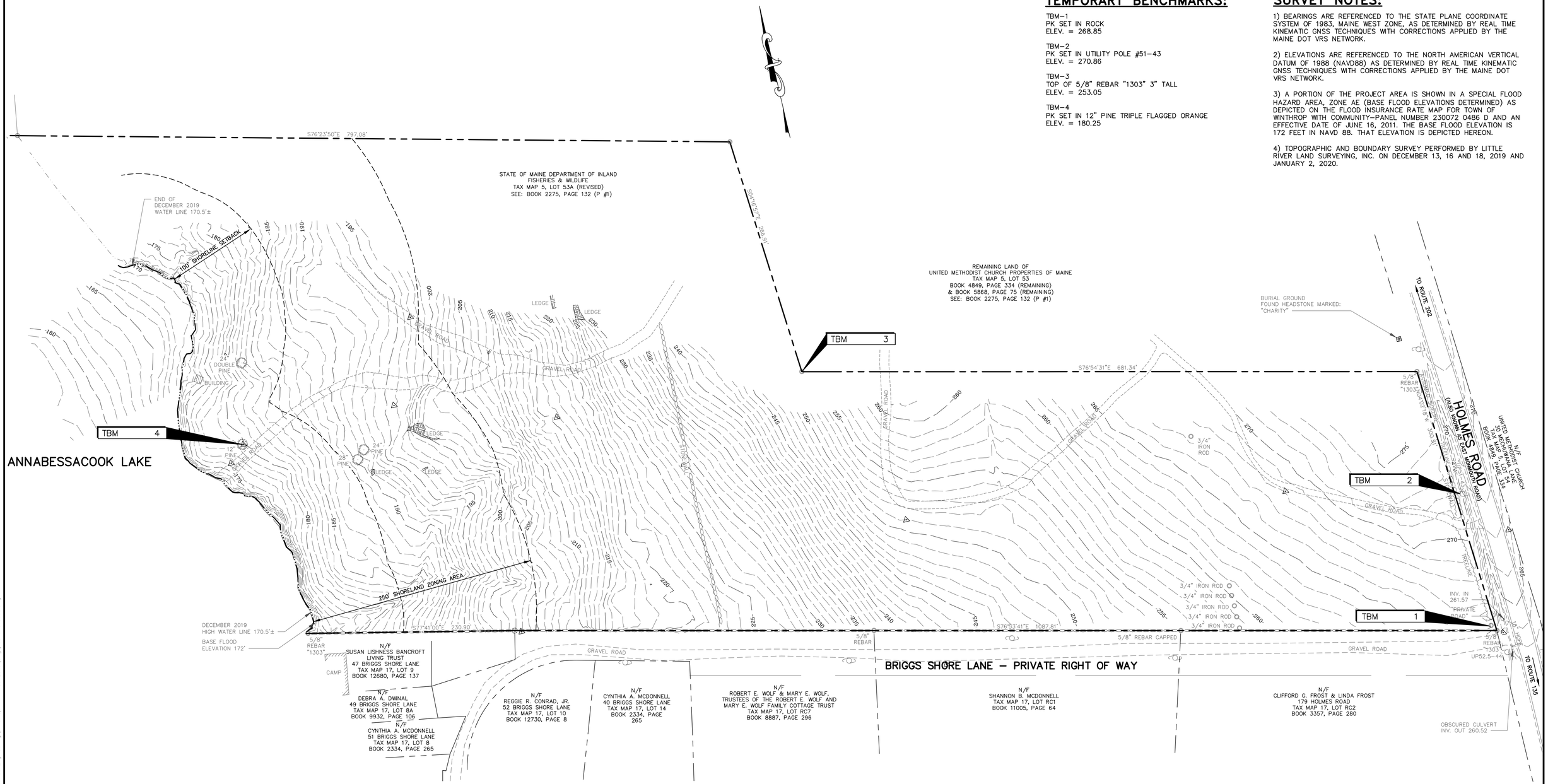
SURVEY NOTES:

1) BEARINGS ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM OF 1983, MAINE WEST ZONE, AS DETERMINED BY REAL TIME KINEMATIC GNSS TECHNIQUES WITH CORRECTIONS APPLIED BY THE MAINE DOT VRS NETWORK.

2) ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS DETERMINED BY REAL TIME KINEMATIC GNSS TECHNIQUES WITH CORRECTIONS APPLIED BY THE MAINE DOT VRS NETWORK.

3) A PORTION OF THE PROJECT AREA IS SHOWN IN A SPECIAL FLOOD HAZARD AREA, ZONE AE (BASE FLOOD ELEVATIONS DETERMINED) AS DEPICTED ON THE FLOOD INSURANCE RATE MAP FOR TOWN OF WINTHROP WITH COMMUNITY–PANEL NUMBER 230072 0486 D AND AN EFFECTIVE DATE OF JUNE 16, 2011. THE BASE FLOOD ELEVATION IS 172 FEET IN NAVD 88. THAT ELEVATION IS DEPICTED HEREON.

4) TOPOGRAPHIC AND BOUNDARY SURVEY PERFORMED BY LITTLE RIVER LAND SURVEYING, INC. ON DECEMBER 13, 16 AND 18, 2019 AND JANUARY 2, 2020.



EXISTING CONDTIONS PLAN

SCALE: 1" = 50'

GRAPHIC SCALE

50 0 02 50 100 200

(IN FEET)

REV	DATE	STATUS	BY	CHKD	APPD
2	3/7/2022	ISSUED FOR BIDDING	DB	JRP	RLP
1	8/18/2021	REVISED PER DEP WATERSHED COMMENTS	JRP	RLP	RLP
0	7/20/2021	DEP STORMWATER APPLICATION	JRP	RLP	RLP

ROBERT L. PRUE, JR. No. 6062 LICENSED PROFESSIONAL ENGINEER STATE OF MAINE

DESIGNED BY: JRP/RLP
DRAWN BY: DB
CHECKED BY: RLP
APPROVED BY: RLP
DATE: 7/20/2021

Pine Tree Engineering
53 Front Street
Bath, Maine 04530
Tel: (207) 443–1508
Fax: (207) 442–7029
Civil/Environmental Engineering • Surveying

CLIENT
MAINE DEPARTMENT OF INLAND FISHERIES AND WILDLIFE
41 STATE HOUSE STATION
AUGUSTA, MAINE 04333

PROJECT
ANNABESSACOOK LAKE BOATING FACILITY

TITLE
EXISTING CONDITIONS PLAN

SCALE: AS SHOWN
PROJECT NO.: 19010
DRAWING NO.: 19010 exbase
SHT. 3 of 16
REV. 2

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ACCESSIBLE PEDESTRIAN PATH CONSTRUCTION BASELINE

BASELINE CURVE TABLE

CURVE NO.	LENGTH	RADIUS	TANGENT	DELTA	CHORD BEARING	START STATION	END STATION
C-9	15.24	30.00	7.79	29°06'51"	N4°29'30"E	50+26.33	50+41.58
C-10	24.39	10.00	27.27	139°43'38"	N59°47'54"E	50+69.01	50+93.39
C-11	33.62	30.00	18.83	64°13'01"	S18°13'47"E	51+04.61	51+38.23
C-12	31.75	10.85	100.34	167°39'24"	S69°56'58"E	51+62.56	51+94.31
C-13	30.85	10.33	133.19	171°07'48"	S68°12'46"E	52+28.38	52+59.23
C-14	28.47	20.00	17.25	81°33'30"	S23°25'37"E	52+80.02	53+08.49
C-15	8.04	20.00	4.07	23°01'23"	S52°41'40"E	53+45.82	53+53.86

BASELINE LINE TABLE

LINE NO.	LENGTH	BEARING	START STATION	END STATION
L-1	26.33	N19°02'56"E	50+00.00	50+26.33
L-2	27.43	N10°03'55"W	50+41.58	50+69.01
L-3	11.21	S50°20'17"E	50+93.39	51+04.61
L-4	24.33	S13°52'44"W	51+38.23	51+62.56
L-5	34.07	N26°13'20"E	51+94.31	52+28.38
L-6	20.79	S17°21'08"W	52+59.23	52+80.02
L-7	37.33	S64°12'22"E	53+08.49	53+45.82
L-8	7.75	S41°10'59"E	53+53.86	53+61.60

ACCESS ROAD CONSTRUCTION BASELINE

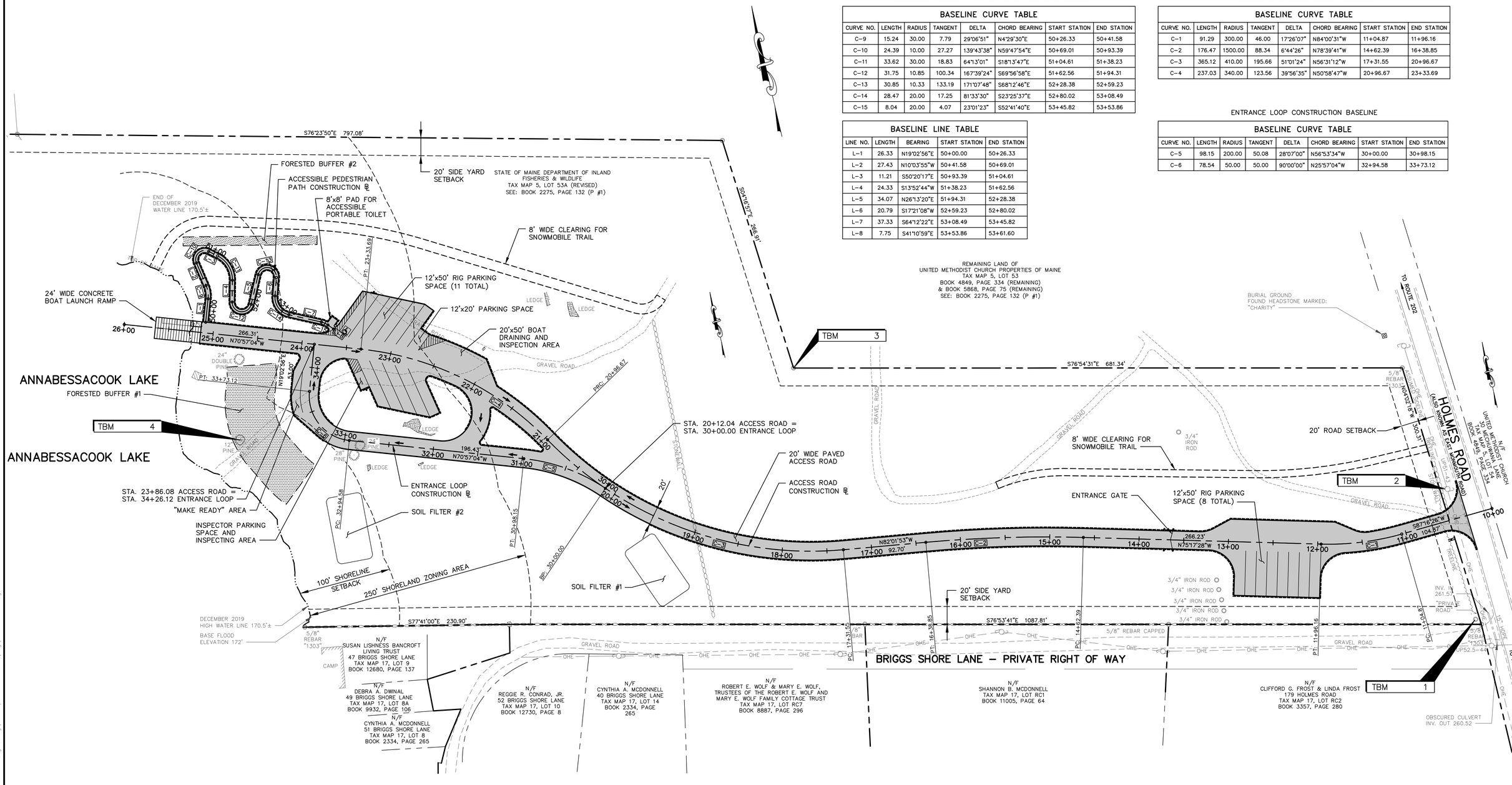
BASELINE CURVE TABLE

CURVE NO.	LENGTH	RADIUS	TANGENT	DELTA	CHORD BEARING	START STATION	END STATION
C-1	91.29	300.00	46.00	17°26'07"	N84°00'31"W	11+04.87	11+96.16
C-2	176.47	1500.00	88.34	6°44'26"	N78°39'41"W	14+62.39	16+38.85
C-3	365.12	410.00	195.66	51°01'24"	N56°31'12"W	17+31.55	20+96.67
C-4	237.03	340.00	123.56	39°56'35"	N50°58'47"W	20+96.67	23+33.69

ENTRANCE LOOP CONSTRUCTION BASELINE

BASELINE CURVE TABLE

CURVE NO.	LENGTH	RADIUS	TANGENT	DELTA	CHORD BEARING	START STATION	END STATION
C-5	98.15	200.00	50.08	28°07'00"	N56°53'34"W	30+00.00	30+98.15
C-6	78.54	50.00	50.00	90°00'00"	N25°57'04"W	32+94.58	33+73.12



OVERALL SITE PLAN

SCALE: 1" = 50'

GRAPHIC SCALE

50 0 02 50 100 200

(IN FEET)

REV	DATE	STATUS	BY	CHKD	APPD
2	3/7/2022	ISSUED FOR BIDDING	DB	JRP	RLP
1	8/18/2021	REVISED PER DEP WATERSHED COMMENTS	JRP	RLP	RLP
0	7/20/2021	DEP STORMWATER APPLICATION	JRP	RLP	RLP

STATE OF MAINE
ROBERT L. PRUE, JR
No. 6092
LICENSED PROFESSIONAL ENGINEER

DESIGNED BY: JRP/RLP
DRAWN BY: DB
CHECKED BY: RLP
APPROVED BY: RLP
DATE: 7/20/2021

Pine Tree Engineering
53 Front Street
Bath, Maine 04530
Tel: (207) 443-1508
Fax: (207) 442-7029
Civil/Environmental Engineering • Surveying

CLIENT
MAINE DEPARTMENT OF INLAND FISHERIES AND WILDLIFE
41 STATE HOUSE STATION
AUGUSTA, MAINE 04333

PROJECT
ANNABESSACOOK LAKE BOATING FACILITY

TITLE
OVERALL SITE PLAN

SCALE: AS SHOWN
PROJECT NO.: 19010
DRAWING NO.: 19010 overall
SHT. 4 of 16
REV. 2

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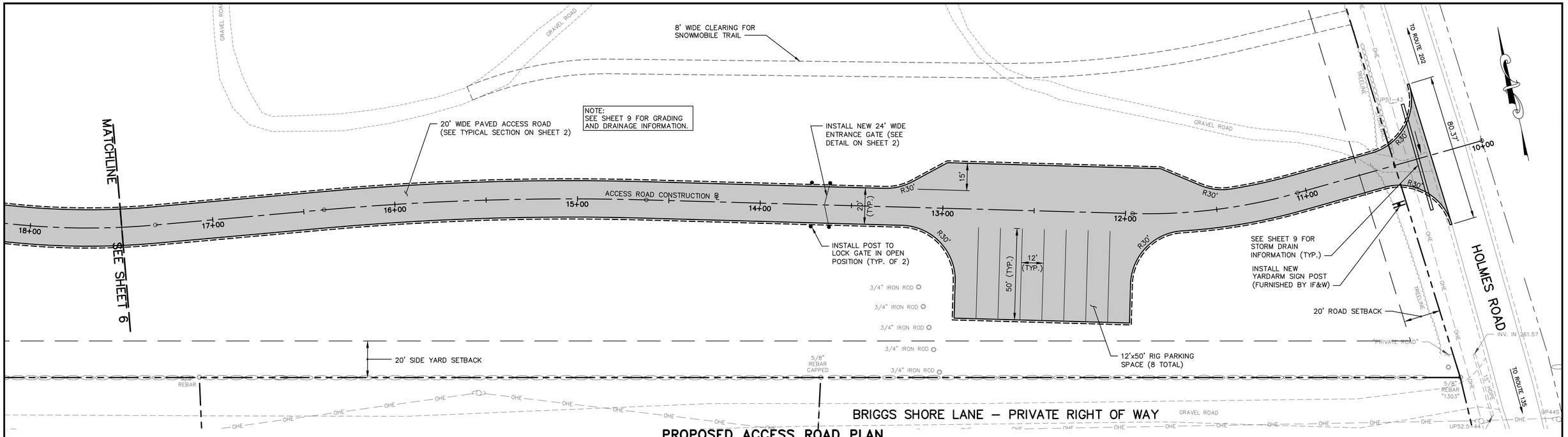
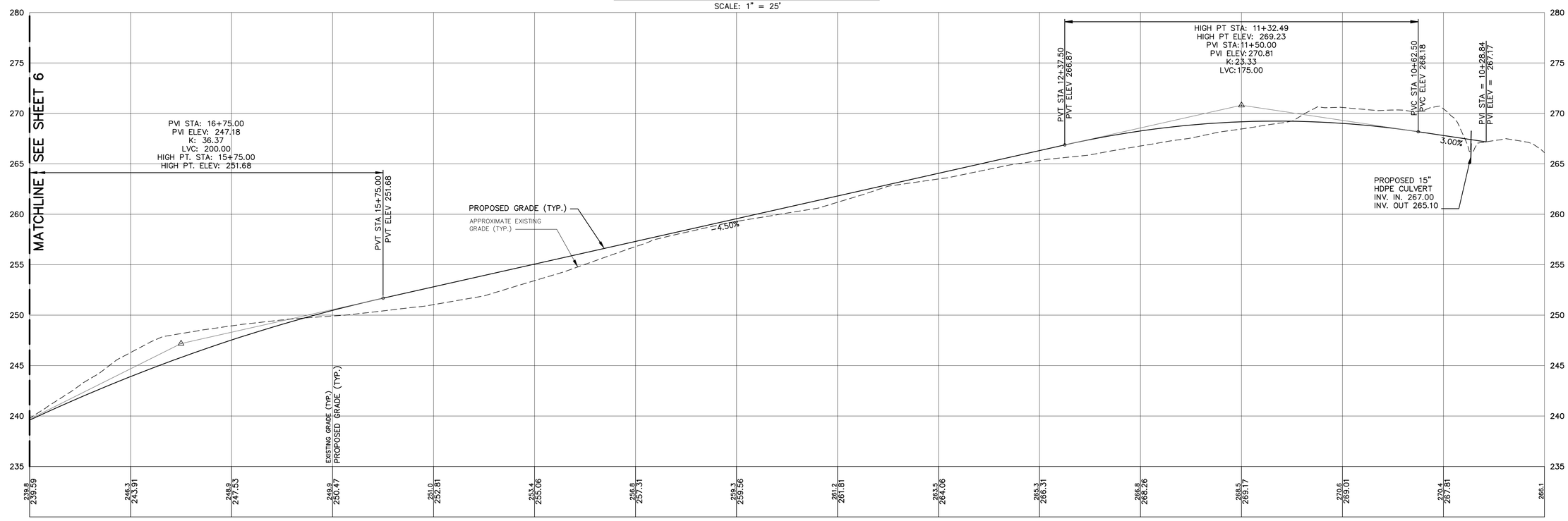


PROPOSED ACCESS ROAD PLAN

SCALE: 1" = 25'



PROPOSED ACCESS ROAD PROFILE

SCALE: 1" = 25' HORIZ., 1" = 5' VERT.

GRAPHIC SCALE

25 0 12.5 25 50 100

(IN FEET)

REV	DATE	STATUS	BY	CHKD	APPD
2	3/7/2022	ISSUED FOR BIDDING	DB	JRP	RLP
1	8/18/2021	REVISED PER DEP WATERSHED COMMENTS	JRP	RLP	RLP
0	7/20/2021	DEP STORMWATER APPLICATION	JRP	RLP	RLP

STATE OF MAINE ROBERT L. PRUE, JR. No. 6052 REGISTERED PROFESSIONAL ENGINEER

DESIGNED BY:	JRP/RLP
DRAWN BY:	DB
CHECKED BY:	RLP
APPROVED BY:	RLP
DATE:	7/20/2021

Pine Tree Engineering
Civil/Environmental Engineering • Surveying
53 Front Street
Bath, Maine 04530
Tel: (207) 443-1508
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CLIENT
MAINE DEPARTMENT OF INLAND FISHERIES AND WILDLIFE
41 STATE HOUSE STATION
AUGUSTA, MAINE 04333

PROJECT
ANNABESSACOOK LAKE BOATING FACILITY

TITLE
ACCESS ROAD PLAN AND PROFILE STA. 10+00 TO STA. 17+50

SCALE	AS SHOWN
PROJECT NO.	19010
DRAWING NO.	19010 site
SHT.	5 of 16
REV.	2

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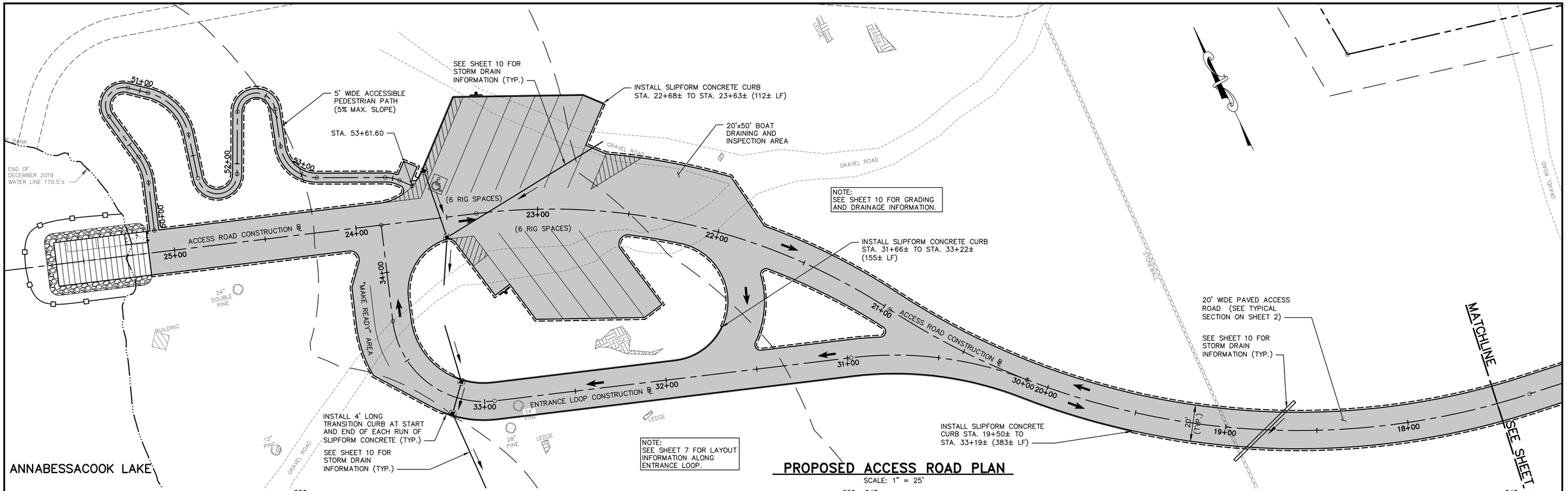
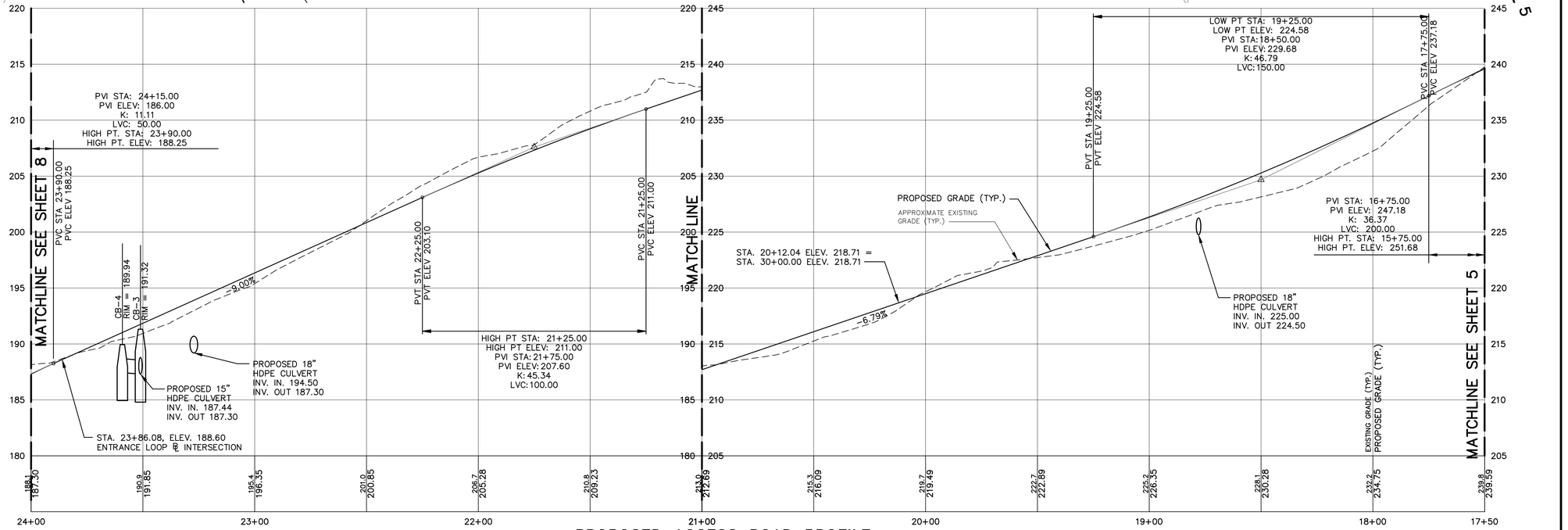


PROPOSED ACCESS ROAD PLAN

SCALE: 1" = 25'



PROPOSED ACCESS ROAD PROFILE

SCALE: 1" = 25' HORIZ., 1" = 5' VERT.

GRAPHIC SCALE

25 0 12.5 25 50 100

(IN FEET)

REV	DATE	STATUS	BY	CHKD	APPD
2	3/7/2022	ISSUED FOR BIDDING	DB	JRP	RLP
1	8/18/2021	REVISED PER DEP WATERSHED COMMENTS	JRP	RLP	RLP
0	7/20/2021	DEP STORMWATER APPLICATION	JRP	RLP	RLP

ROBERT L. PRUE, JR. No. 6062 LICENSED PROFESSIONAL ENGINEER STATE OF MAINE

DESIGNED BY:	JRP/RLP
DRAWN BY:	DB
CHECKED BY:	RLP
APPROVED BY:	RLP
DATE:	7/20/2021

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MAINE DEPARTMENT OF INLAND FISHERIES AND WILDLIFE
41 STATE HOUSE STATION
AUGUSTA, MAINE 04333

PROJECT
ANNABESSACOOK LAKE BOATING FACILITY

TITLE
ACCESS ROAD PLAN AND PROFILE STA. 17+50 TO STA. 24+00

SCALE	AS SHOWN
PROJECT NO.	19010
DRAWING NO.	19010 site
SHT.	6 of 16
REV.	2

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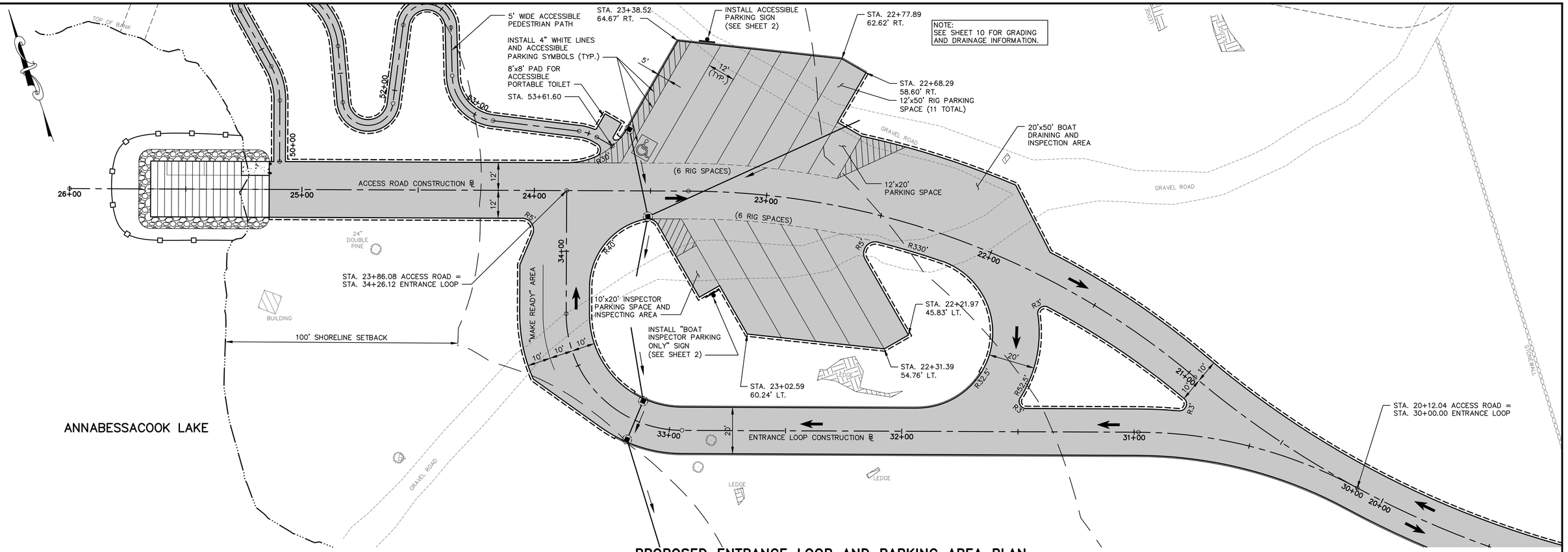
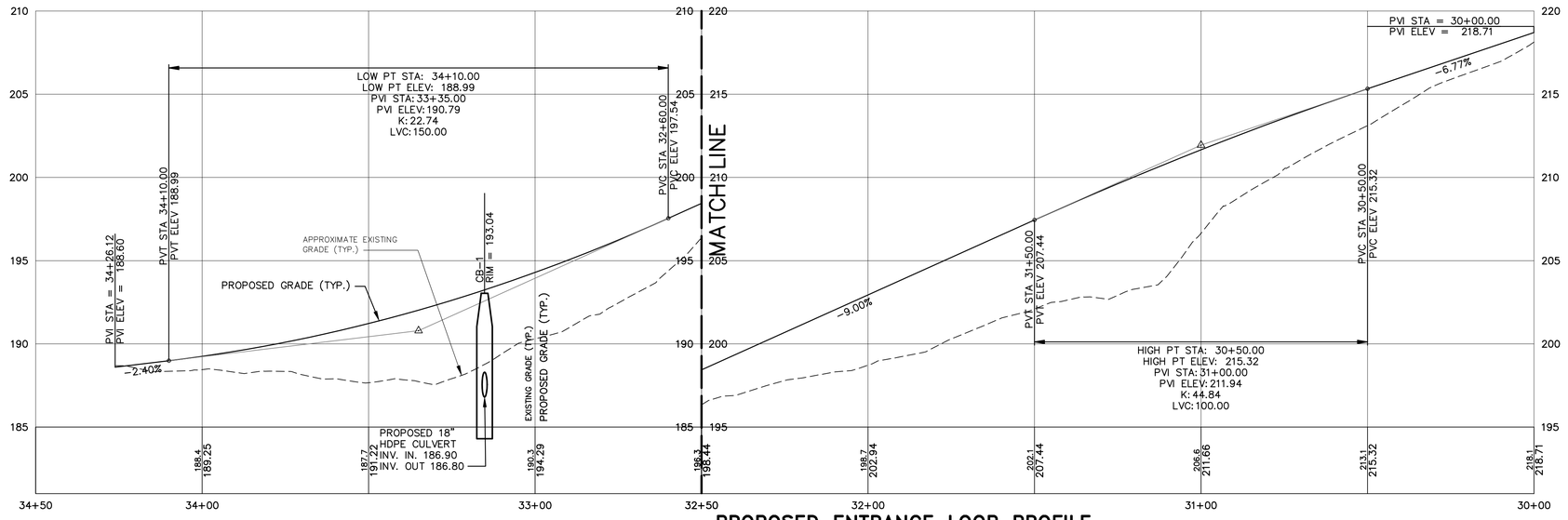


PROPOSED ENTRANCE LOOP AND PARKING AREA PLAN

SCALE: 1" = 20'



PROPOSED ENTRANCE LOOP PROFILE

SCALE: 1" = 20' HORIZ., 1" = 4' VERT.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

REV	DATE	STATUS	BY	CHKD	APPD
2	3/7/2022	ISSUED FOR BIDDING	DB	JRP	RLP
1	8/18/2021	REVISED PER DEP WATERSHED COMMENTS	JRP	RLP	RLP
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STATE OF MAINE
ROBERT L. PRUE, JR
No. 6052
LICENSED PROFESSIONAL ENGINEER

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41 STATE HOUSE STATION
AUGUSTA, MAINE 04333

PROJECT
ANNABESSACOOK LAKE BOATING FACILITY

TITLE
PROPOSED ENTRANCE LOOP AND PARKING AREA PLAN AND PROFILE STA. 30+00 TO STA. 34+23

SCALE: AS SHOWN
PROJECT NO.: 19010
DRAWING NO.: 19010 site
SHT. 7 of 16
REV. 2

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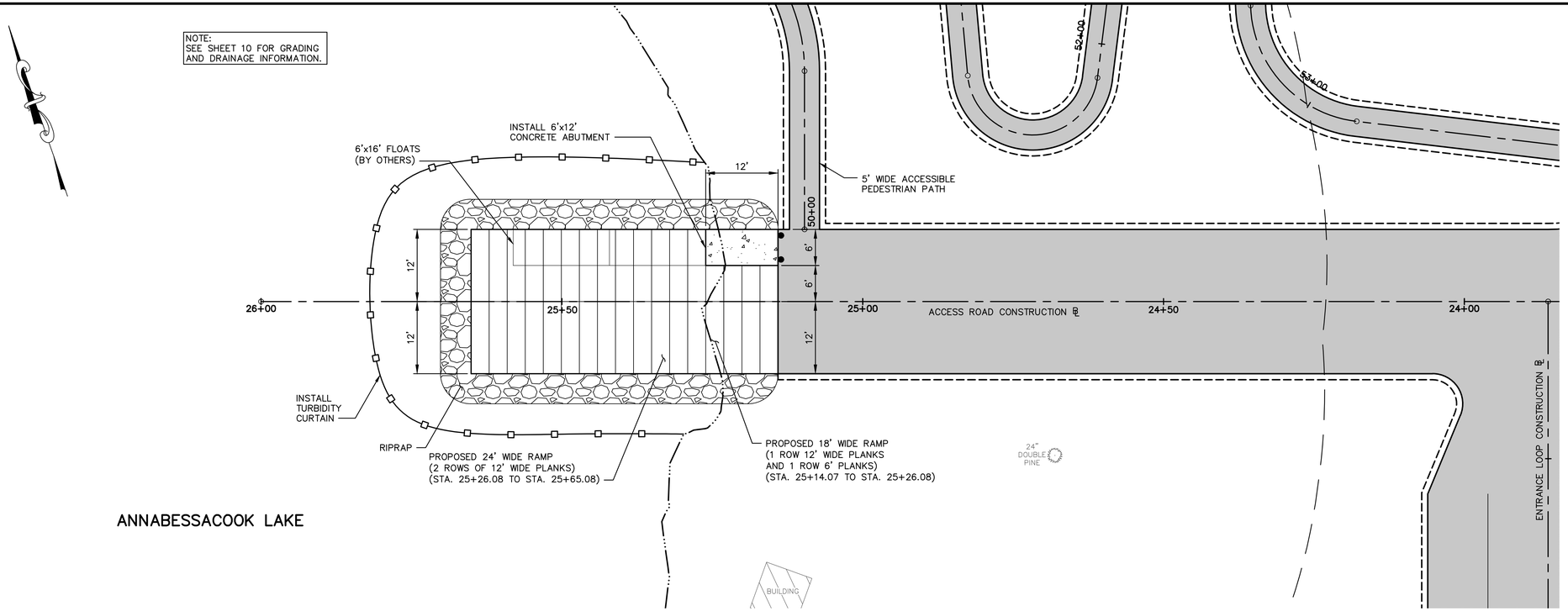
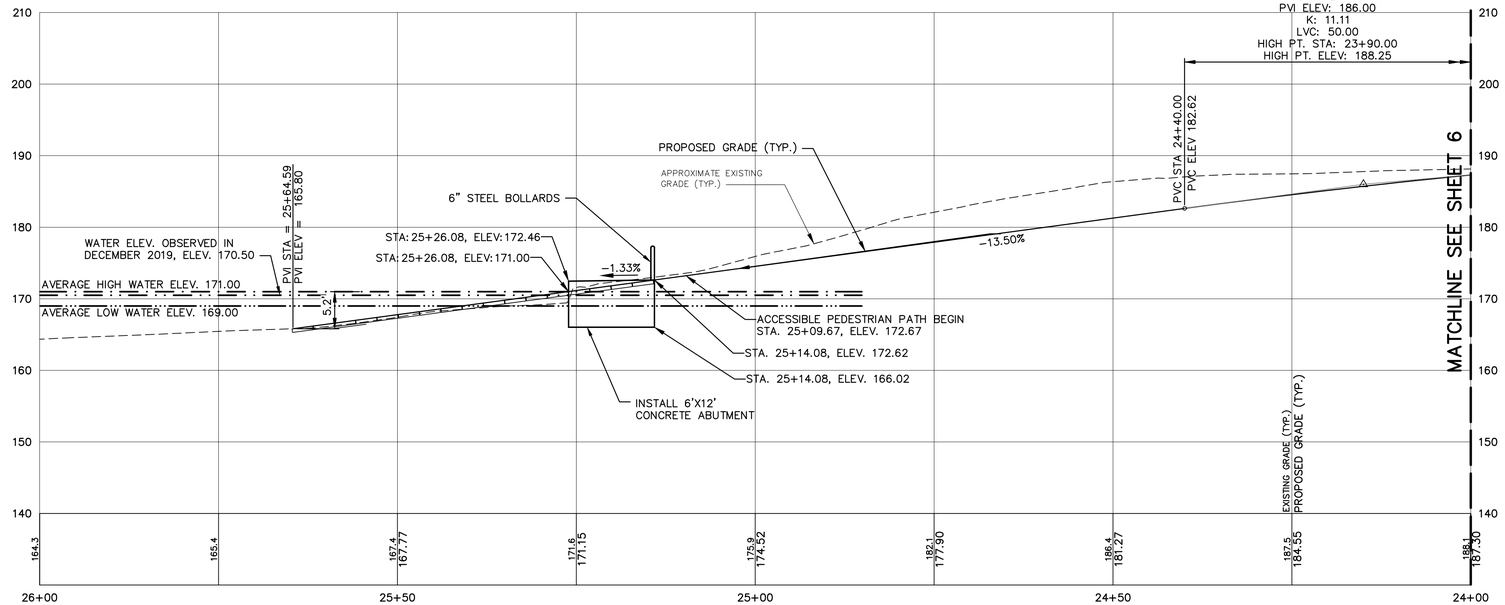
NOTE:
SEE SHEET 10 FOR GRADING AND DRAINAGE INFORMATION.



PROPOSED BOAT LAUNCH PLAN

SCALE: 1" = 10'



PROPOSED BOAT LAUNCH PROFILE

SCALE: 1" = 10' HORIZ., 1" = 10' VERT.

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)

REV	DATE	STATUS	BY	CHKD	APPD
2	3/7/2022	ISSUED FOR BIDDING	DB	JRP	RLP
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0	7/20/2021	DEP STORMWATER APPLICATION	JRP	RLP	RLP

STATE OF MAINE
ROBERT L. PRUE, JR
No. 6092
LICENSED PROFESSIONAL ENGINEER

DESIGNED BY:	JRP/RLP
DRAWN BY:	DB
CHECKED BY:	RLP
APPROVED BY:	RLP
DATE:	7/20/2021

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MAINE DEPARTMENT OF INLAND FISHERIES AND WILDLIFE
41 STATE HOUSE STATION
AUGUSTA, MAINE 04333

PROJECT
ANNABESSACOOK LAKE BOATING FACILITY

TITLE
PROPOSED BOAT LAUNCH PLAN AND PROFILE
STA. 24+00 TO STA. 26+00

SCALE	AS SHOWN
PROJECT NO.	19010
DRAWING NO.	19010 site
SHT.	8 of 16
REV.	2

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BURIAL GROUND
FOUND HEADSTONE MARKED: "CHARITY"

S76°54'31"E 681.34'

20' SIDE YARD SETBACK

5/8" REBAR "1303"

ASSUMED BEARING N04°02'18"W 300.31'

(ALSO KNOWN AS EAST MONMOUTH ROAD)

TO ROUTE 202

20' ROAD SETBACK

INV. IN 267.00±

3/4" IRON ROD

GRAVEL ROAD

8' WIDE CLEARING FOR SNOWMOBILE TRAIL

INSTALL GRASS-LINED DITCH FROM CULVERT TO STA. 11+35 RT. (99± LF)

INSTALL STONE CHECK DAMS ALONG DITCH LINE 100'± O.C. (TYP.)

INSTALL GRASS-LINED DITCH STA. 11+35 TO CULVERT, RT. (730± LF)

MATCHLINE

SEE SHEET 10

ACCESS ROAD CONSTRUCTION @

10+00

11+00

12+00

13+00

14+00

15+00

16+00

17+00

18+00

INSTALL SEDIMENT BARRIER (TYP.)

INSTALL GRASS-LINED DITCH STA. 11+39 TO STA. 19+50 LT. (882± LF)

INSTALL TEMPORARY CONSTRUCTION ENTRANCE

INSTALL 15" HDPE CULVERT (60 LF)

INV. OUT 265.10± (WITH OUTLET PROTECTION)

HOLMES ROAD

INV. IN 261.57

"PRIVATE ROAD"

TREELINE

263.21

267.16

S76°33'41"E 1087.81'

5/8" REBAR CAPPED

5/8" REBAR

15" HDPE

TO ROUTE 135

BRIGGS SHORE LANE – PRIVATE RIGHT OF WAY

GRAVEL ROAD

UP52.5-44

OBSCURED CULVERT INV. OUT 260.52

UP44.0

NOTES:

1. FOR GRASS-LINED DITCH DETAIL, SEE SHEET 2.
2. FOR SEDIMENT BARRIER DETAILS, SEE SHEET 15
3. FOR STONE CHECK DAM DETAIL, SEE SHEET 15.
4. FOR TEMPORARY CONSTRUCTION ENTRANCE DETAIL, SEE SHEET 15.
5. FOR OUTLET PROTECTION DETAIL, SEE SHEET 15.

PROPOSED GRADING PLAN

SCALE: 1" = 25'

GRAPHIC SCALE

25 0 12.5 25 50 100

(IN FEET)

REV	DATE	STATUS	BY	CHKD	APPD
3	3/7/2022	ISSUED FOR BIDDING	DB	JRP	RLP
2	11/12/2021	REVISED PER DEP BWQ COMMENTS	JRP	RLP	RLP
1	8/18/2021	REVISED PER DEP WATERSHED COMMENTS	JRP	RLP	RLP
0	7/20/2021	DEP STORMWATER APPLICATION	JRP	RLP	RLP

STATE OF MAINE
ROBERT L. PRUE, JR.
No. 6092
LICENSED PROFESSIONAL ENGINEER

DESIGNED BY: JRP/RLP
DRAWN BY: DB
CHECKED BY: RLP
APPROVED BY: RLP
DATE: 7/20/2021

Pine Tree Engineering
Civil/Environmental Engineering • Surveying
53 Front Street
Bath, Maine 04530
Tel: (207) 443-1508
Fax: (207) 442-7029

CLIENT
MAINE DEPARTMENT OF INLAND FISHERIES AND WILDLIFE
41 STATE HOUSE STATION
AUGUSTA, MAINE 04333

PROJECT
ANNABESSACOOK LAKE BOATING FACILITY

TITLE
PROPOSED GRADING PLAN
STA. 10+00 TO STA. 17+50

SCALE: AS SHOWN
PROJECT NO.: 19010
DRAWING NO.: 19010 GRADING
SHT. 9 of 16
REV. 3

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INSTALL STONE-BERMED LEVEL LIP SPREADER

150' LONG FORESTED BUFFER #2

5' WIDE ACCESSIBLE PEDESTRIAN PATH (5% MAX. SLOPE)

INSTALL GRASS-LINED DITCH STA. 22+62± TO STA. 23+85±, RT. (160± LF)

198.40

197.85

INV. IN 194.50

INSTALL 18" HDPE SD (98 LF)

INSTALL CB-4
RIM 189.94±
INV. OUT 187.44

INSTALL 15" HDPE SD (35 LF)

190.15

190.52

196.99

198.86

204.54

INSTALL GRASS-LINED DITCH STA. 18+68 TO CULVERT, RT. (408± LF)

END OF DECEMBER 2019 WATER LINE 170.5'±

ACCESS ROAD CONSTRUCTION

13.5%

51+00

52+00

23+00

24+00

25+00

34+00

200.13

193.71

199.05

192.01

INSTALL STONE CHECK DAMS ALONG DITCH LINE 100'± O.C. (TYP.)

INSTALL GRASS-LINED DITCH STA. 11+35 TO CULVERT, RT. (730± LF)

MATCHLINE

INV. IN 225.00

INSTALL CB-3
RIM 191.32±
INV. IN 187.30
INV. IN 187.30
INV. OUT 187.30

INSTALL 18" HDPE SD (24 LF)

INV. OUT 187.20 (WITH OUTLET PROTECTION)

INV. IN 187.00

INSTALL 18" HDPE SD (30 LF)

ENTRANCE LOOP CONSTRUCTION

31+00

32+00

33+00

30+00

20+00

21+00

19+00

18+00

55' LONG FORESTED BUFFER #1

INSTALL CB-2
RIM 193.02±
INV. IN 186.90
INV. OUT 186.90

INSTALL 18" HDPE SD (16 LF)

INSTALL GRASS-LINED DITCH STA. 19+77± TO STA. 22+60± RT. (280± LF)

SEE SHEET 9

ANNABESSACOOK LAKE

INSTALL SEDIMENT BARRIER (TYP.)

INSTALL GRASS-LINED DITCH STA. 31+76± TO STA. 33+75± RT. (154± LF)

TP-2

TP-1

INSTALL 18" HDPE CULVERT (46 LF)

INV. OUT 224.50 (WITH OUTLET PROTECTION)

INSTALL CB-1
RIM 193.04±
INV. IN 186.80
INV. OUT 186.80

INSTALL 18" HDPE SD (55 LF)

INV. OUT 186.60 (WITH OUTLET PROTECTION)

SOIL FILTER #2
TOP OF SOIL FILTER BED 185.00
(SEE SHEET 12 FOR MORE INFORMATION)

INSTALL STONE-BERMED LEVEL LIP SPREADER

SOIL FILTER #1
TOP OF SOIL FILTER BED 221.00
(SEE SHEET 11 FOR MORE INFORMATION)

INSTALL GRASS-LINED DITCH STA. 11+39 TO STA. 19+50 LT. (882± LF)

250' SHORELAND ZONING AREA

100' SHORELAND SETBACK

GRAVEL ROAD

S77°41'00"E 230.90'

MATCH PROPOSED DITCH INTO EXISTING DITCH LINE

PROPOSED GRASS-LINED DITCH (LENGTH AND EXACT LOCATION TO BE DETERMINED IN FIELD)

DECEMBER 2019 HIGH WATER LINE 170.5'±

5/8" REBAR "1303"

BASE FLOOD ELEVATION 172'

BANK

BUILDING

SB

NOTES:

1. FOR GRASS-LINED DITCH DETAIL, SEE SHEET 2.
2. FOR SEDIMENT BARRIER DETAILS, SEE SHEET 15
3. FOR STONE CHECK DAM DETAIL, SEE SHEET 15.
4. FOR TEMPORARY CONSTRUCTION ENTRANCE DETAIL, SEE SHEET 15.
5. FOR OUTLET PROTECTION DETAIL, SEE SHEET 15.

PROPOSED GRADING PLAN

SCALE: 1" = 25'

GRAPHIC SCALE

25 0 12.5 25 50 100

(IN FEET)

REV	DATE	STATUS	BY	CHKD	APPD
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STATE OF MAINE
ROBERT L. PRUE, JR.
No. 6092
LICENSED PROFESSIONAL ENGINEER

DESIGNED BY: JRP/RLP
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41 STATE HOUSE STATION
AUGUSTA, MAINE 04333

PROJECT
ANNABESSACOOK LAKE BOATING FACILITY

TITLE
PROPOSED GRADING PLAN
STA. 17+50 TO STA. 25+75

SCALE: AS SHOWN
PROJECT NO.: 19010
DRAWING NO.: 19010 GRADING
SHT. 10 of 16
REV. 3

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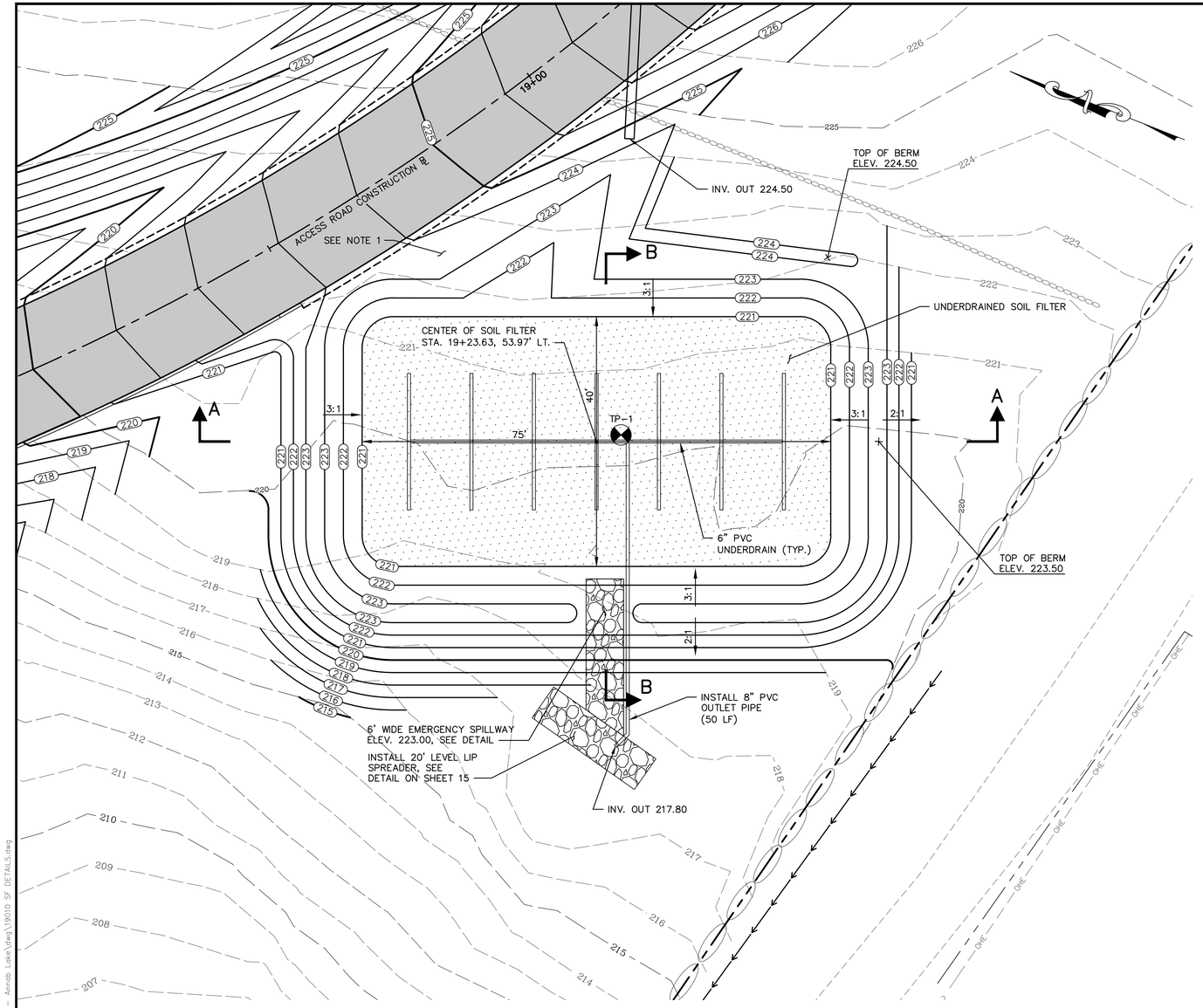
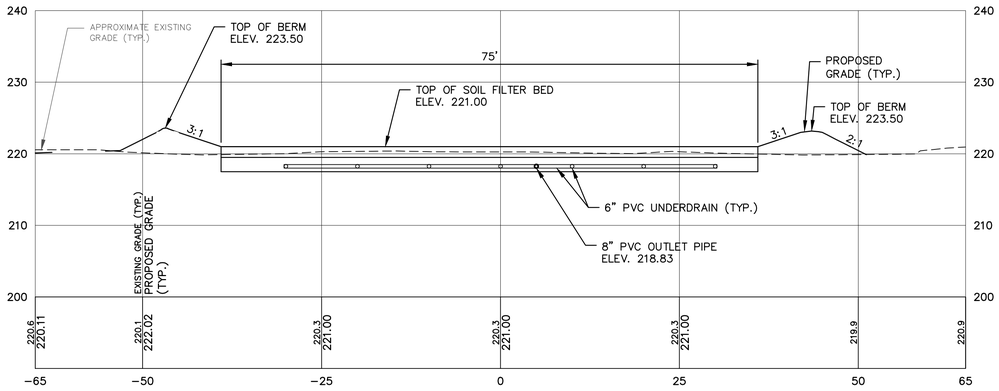


SOIL FILTER #1 – PLAN VIEW

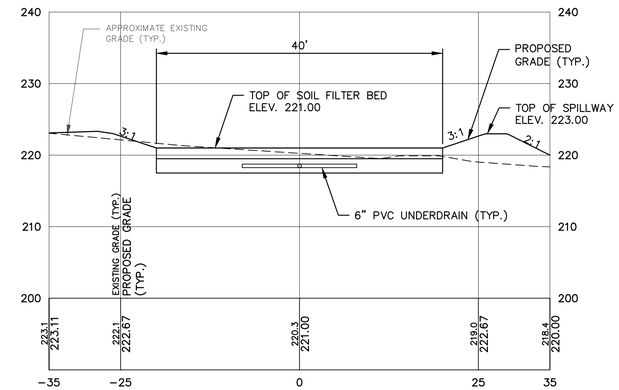
SCALE: 1" = 10'

SEE SHEET 12 FOR NOTES FOR UNDERDRAINED SUBSURFACE SAND FILTER



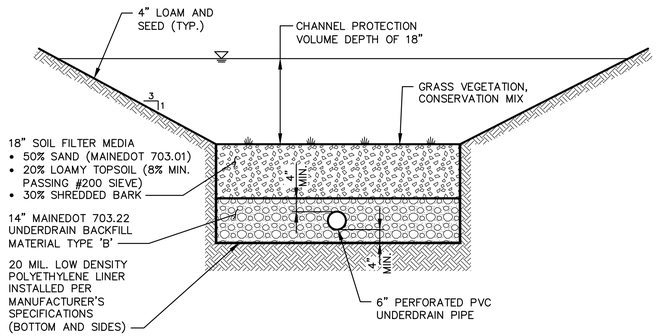
SOIL FILTER #1 – SECTION A–A

SCALE: 1" = 10' HORIZ. & VERT.



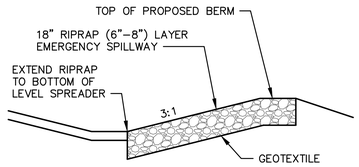
SOIL FILTER #1 – SECTION B–B

SCALE: 1" = 10' HORIZ. & VERT.



SOIL FILTER DETAIL

NOT TO SCALE



EMERGENCY SPILLWAY DETAIL

SCALE: 1/4" = 1'–0"

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)

REV	DATE	STATUS	BY	CHKD	APPD
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0	7/20/2021	DEP STORMWATER APPLICATION	JRP	RLP	RLP

STATE OF MAINE ROBERT L. PRUE, JR No. 6092 LICENSED PROFESSIONAL ENGINEER

DESIGNED BY: JRP/RLP
DRAWN BY: DB
CHECKED BY: RLP
APPROVED BY: RLP
DATE: 7/20/2021

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41 STATE HOUSE STATION
AUGUSTA, MAINE 04333

PROJECT
ANNABESSACOOK LAKE BOATING FACILITY

TITLE
SOIL FILTER DETAILS

SCALE: AS SHOWN
PROJECT NO.: 19010
DRAWING NO.: 19010 SF DETAILS
SHT. 11 of 16
REV. 3

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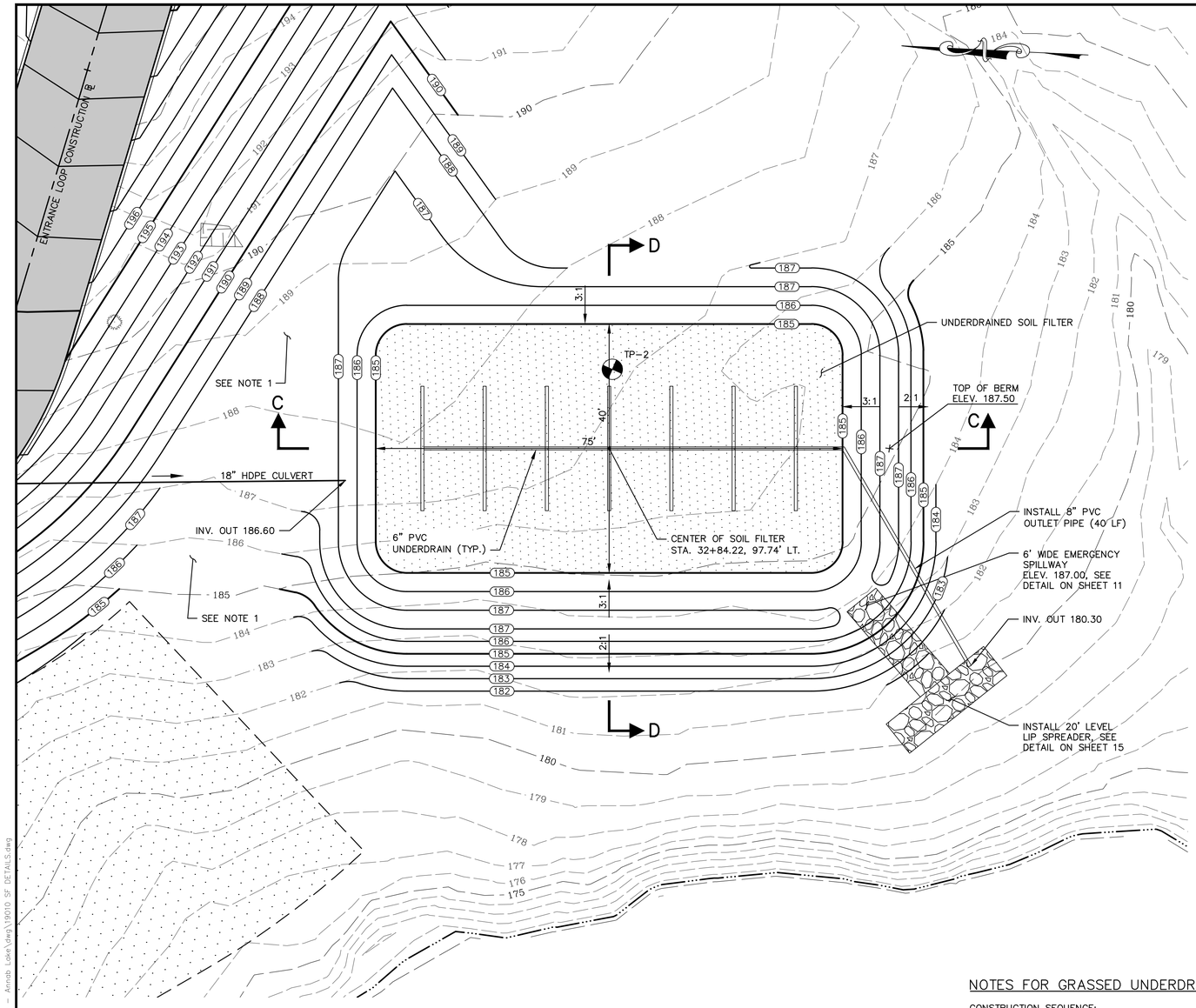
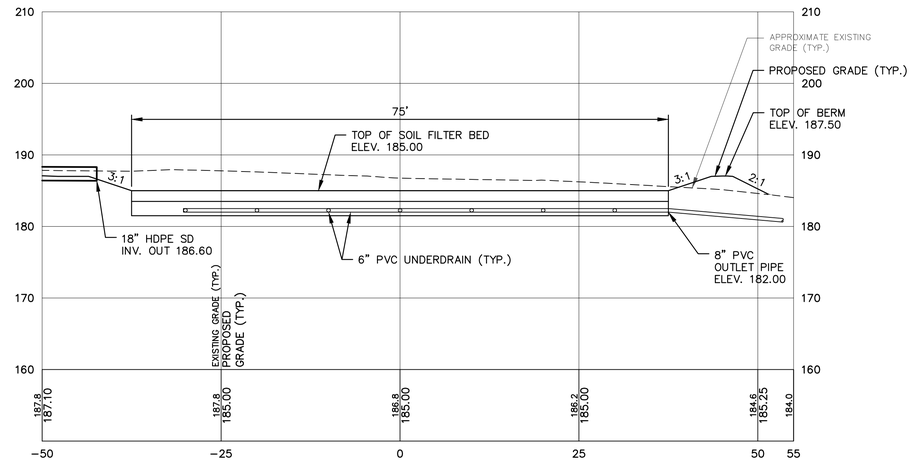


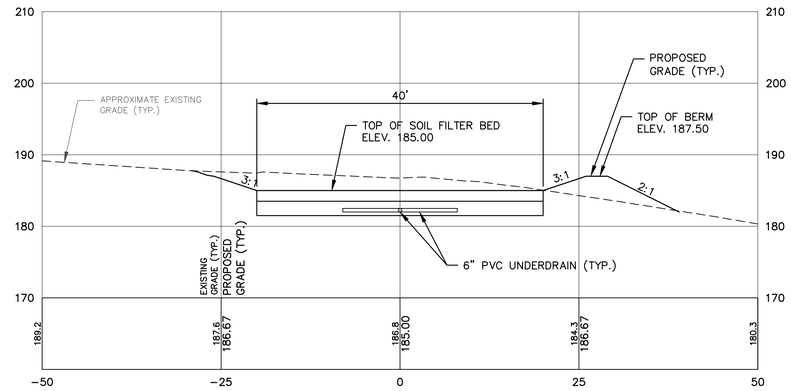
SOIL FILTER #2 – PLAN VIEW

SCALE: 1" = 10'



SOIL FILTER #2 – SECTION C–C

SCALE: 1" = 10' HORIZ. & VERT.



SOIL FILTER #2 – SECTION D–D

SCALE: 1" = 10' HORIZ. & VERT.

NOTES FOR GRASSED UNDERDRAINED SOIL FILTER:

CONSTRUCTION SEQUENCE:
THE SOIL FILTER MEDIA MUST NOT BE INSTALLED UNTIL THE AREA THAT DRAINS TO THE FILTER HAS BEEN PERMANENTLY STABILIZED WITH PAVEMENT OR OTHER STRUCTURE, 90% VEGETATION COVER, OR OTHER PERMANENT STABILIZATION UNLESS THE RUNOFF FROM THE CONTRIBUTING DRAINAGE AREA IS DIVERTED AROUND THE FILTER UNTIL STABILIZATION IS COMPLETE.

CONSTRUCTION OVERSIGHT:
THE DESIGN ENGINEER SHALL BE NOTIFIED IN ADVANCE OF THE CONSTRUCTION OF ALL STORMWATER MANAGEMENT STRUCTURES SO THAT CONSTRUCTION OVERSIGHT CAN BE PROVIDED.

INSPECTION BY A PROFESSIONAL ENGINEER WILL OCCUR AT A MINIMUM:
- AFTER THE PRELIMINARY CONSTRUCTION OF THE FILTER GRADES AND ONCE THE UNDERDRAIN PIPES ARE INSTALLED BUT NOT BACKFILLED,
- AFTER THE DRAINAGE LAYER IS CONSTRUCTED AND PRIOR TO THE INSTALLATION OF THE FILTER MEDIA,
- AFTER THE FILTER MEDIA HAS BEEN INSTALLED
- AFTER THE SYSTEM HAS BEEN BROUGHT UP TO FINAL GRADE.

ALL THE MATERIAL USED FOR THE CONSTRUCTION OF THE FILTER MEDIA MUST BE CONFIRMED AS SUITABLE BY THE DESIGN ENGINEER. TESTING MUST BE DONE BY A CERTIFIED LABORATORY TO SHOW THAT THEY ARE PASSING DEP SPECIFICATIONS.

TESTING AND SUBMITTALS:
THE CONTRACTOR SHALL IDENTIFY THE LOCATION OF THE SOURCE OF EACH COMPONENT OF THE FILTER MEDIA. ALL RESULTS OF FIELD AND LABORATORY TESTING SHALL BE SUBMITTED TO THE PROJECT ENGINEER FOR CONFIRMATION. THE CONTRACTOR SHALL:
- SELECT SAMPLES FOR SAMPLING OF EACH TYPE OF MATERIAL TO BE BLENDED FOR THE MIXED FILTER MEDIA AND SAMPLES OF THE UNDERDRAIN BEDDING MATERIAL. SAMPLES MUST BE COMPOSITE OF THREE DIFFERENT LOCATIONS (GRABS) FROM THE STOCKPILE OR PIT FACE. SAMPLE SIZE REQUIRED WILL BE DETERMINED BY THE TESTING LABORATORY.
- PERFORM A SIEVE ANALYSIS CONFORMING TO STM C136 (STANDARD TESTING METHOD FOR SIEVE ANALYSIS OF FINE AND COARSE AGGREGATES 1996A) ON EACH TYPE OF THE SAMPLE MATERIAL. THE RESULTING SOIL FILTER MEDIA MIXTURE MUST HAVE 8% TO 12% BY WEIGHT PASSING THE # 2100 SIEVE, A CLAY CONTENT OF LESS THAN 2% (DETERMINED HYDROMETER GRAIN SIZE ANALYSIS) AND HAVE 10% DRY WEIGHT OF ORGANIC MATTER.
- PERFORM A PERMEABILITY TEST ON THE SOIL FILTER MEDIA MIXTURE CONFORMING TO ASTM D2434 WITH THE MIXTURE COMPACTED TO 90–92% OF MAXIMUM DRY DENSITY BASED ON ASTM D698.

WITHIN 30 DAYS OF COMPLETION OF THE SOIL FILTER, THE APPLICANT MUST SUBMIT A LOG OF INSPECTION REPORTS DETAILING THE ITEMS INSPECTED, PHOTOS TAKEN, AND THE DATES OF EACH INSPECTION TO THE BUREAU OF LAND RESOURCES FOR REVIEW.

SNOW SHALL NOT BE PUSHED INTO OR STORED IN THIS STORMWATER TREATMENT AREA. ALSO, NO VEHICLES OF HEAVY EQUIPMENT SHALL DRIVE ONTO THE STORMWATER TREATMENT AREAS DURING CONSTRUCTION.

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)

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0	7/20/2021	DEP STORMWATER APPLICATION	JRP	RLP	RLP

STATE OF MAINE
ROBERT L. PRUE, JR
No. 6052
LICENSED
PROFESSIONAL ENGINEER

DESIGNED BY: JRP/RLP
DRAWN BY: DB
CHECKED BY: RLP
APPROVED BY: RLP
DATE: 7/20/2021

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Civil/Environmental Engineering • Surveying
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MAINE DEPARTMENT OF
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41 STATE HOUSE STATION
AUGUSTA, MAINE 04333

PROJECT
ANNABESSACOOK LAKE
BOATING FACILITY

TITLE
SOIL FILTER DETAILS

SCALE: AS SHOWN
PROJECT NO.: 19010
DRAWING NO.: 19010 SF DETAILS
SHT. 12 of 16
REV. 3

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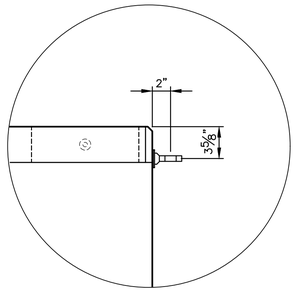
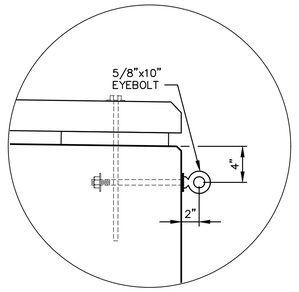


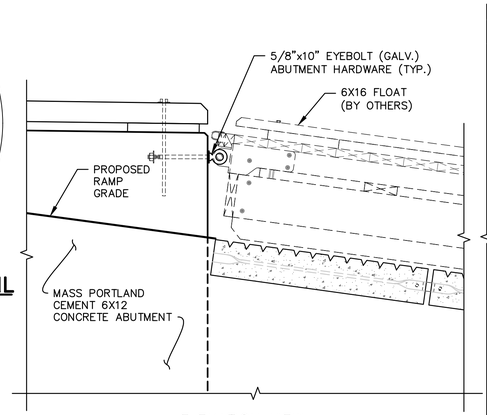
EYEBOLT PLAN DETAIL

SCALE: 1 1/2" = 1' – 0"

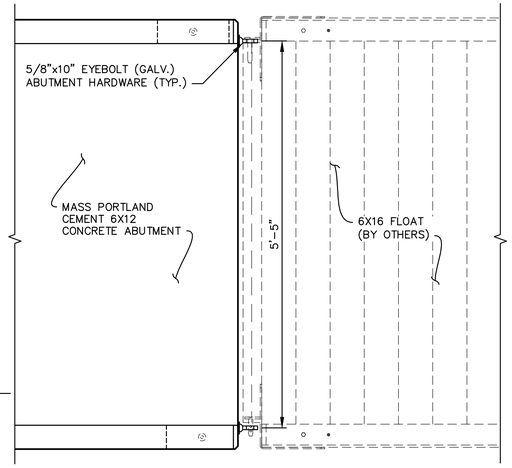


EYEBOLT ELEVATION DETAIL

SCALE: 1 1/2" = 1' – 0"



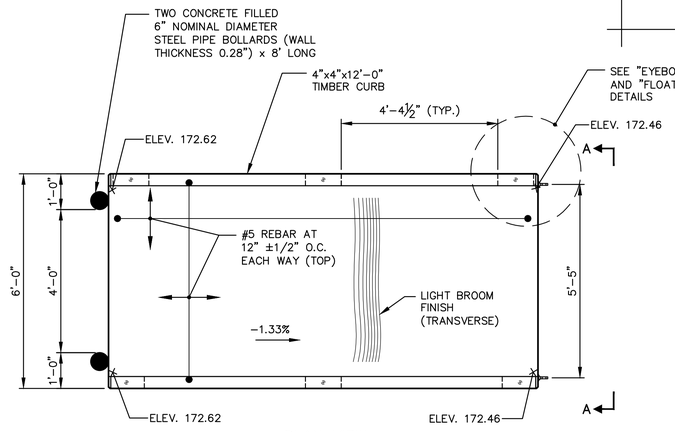
ELEVATION VIEW



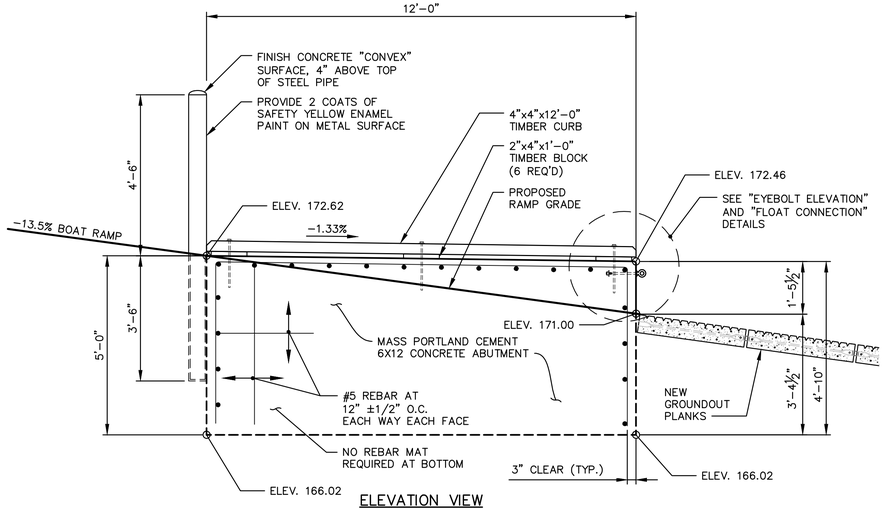
PLAN VIEW

FLOAT CONNECTION DETAIL

SCALE: 1" = 1' – 0"



PLAN VIEW



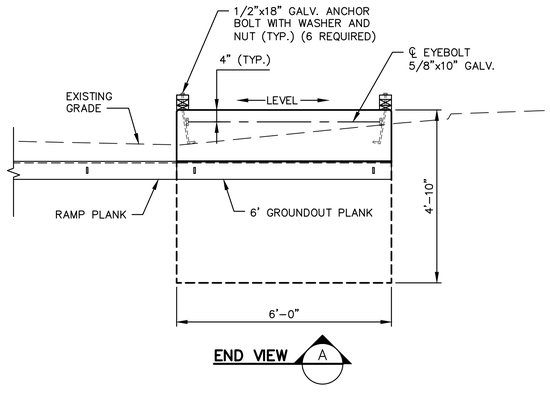
ELEVATION VIEW

6' x 12' CONCRETE ABUTMENT

SCALE: 1/2" = 1' – 0"

CAST IN PLACE CONCRETE NOTES:

1. CHAMFER VERTICAL CORNERS OF CONCRETE ABUTMENT 1/2".
2. FINISH TOP EDGES (HORIZONTAL CORNERS) OF CONCRETE WITH EDGING TOOL.
3. USE INDUSTRY APPROVED S.Y.P. PRESSURE TREATED TIMBER FOR CURB AND BLOCKS.
4. PROVIDE DEFORMED REINFORCING STEEL CONFORMING TO THE REQUIREMENTS OF AASHTO M31.
5. PROVIDE CONCRETE MEETING THE FOLLOWING QUALITIES:
   - 4,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS
   - 611 LBS. OF CEMENTITIOUS MATERIAL/C.Y. MIN.
   - AND/OR WATER/CEMENT RATIO OF 0.45 TO 0.48
   - 25–40% REPLACEMENT WITH FLY ASH OR SLAG.
   - 6" MAX. SLUMP WITH MID–RANGE WATER REDUCER (SUPERPLASTICIZER (OR EQUAL))
   - 6.5% ± 1.5% TOLERANCE AIR CONTENT ATTAINED – WITH AN AIR ENTRAINING AGENT.
6. HAND RAILS ARE NOT REQUIRED SINCE THE ABUTMENT IS NORMALLY LESS THAN 30" ABOVE GRADE AND OTHERWISE CONSIDERED PART OF A "LOADING DOCK" (SEE INTERNATIONAL BUILDING CODE – I.B.C. 1013.2).



END VIEW A

REV	DATE	STATUS	BY	CHKD	APPD
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STATE OF MAINE — ROBERT L. PRUE, JR. — No. 6092 — LICENSED PROFESSIONAL ENGINEER

DESIGNED BY: JRP/RLP
DRAWN BY: DB
CHECKED BY: RLP
APPROVED BY: RLP
DATE: 7/20/2021

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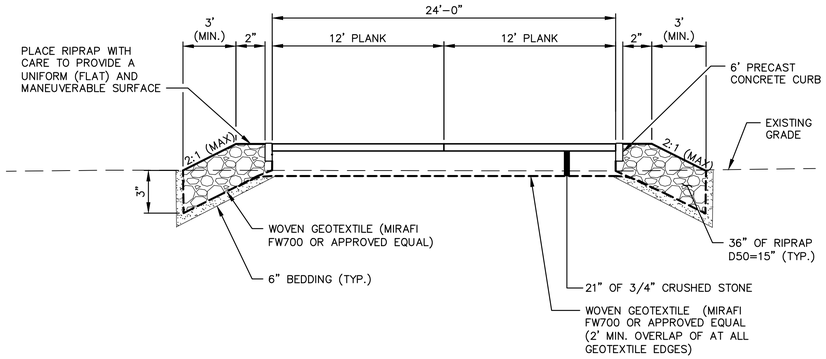
AUGUSTA, MAINE 04333

PROJECT
ANNABESSACOOK LAKE
BOATING FACILITY

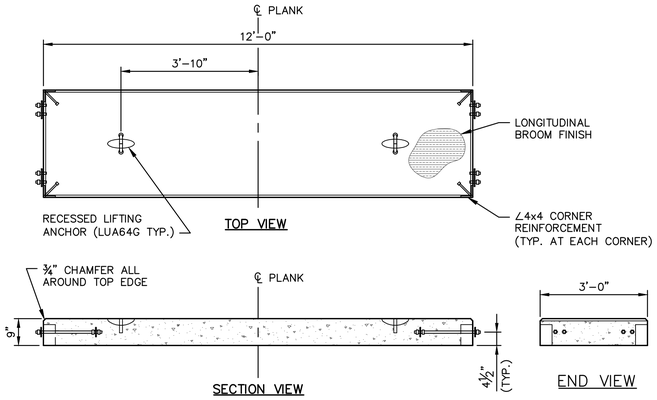
TITLE
ABUTMENT DETAILS

SCALE: AS SHOWN
PROJECT NO.: 19010
DRAWING NO.: 19010 BL DETAILS
SHT. 13 of 16
REV. 2



TYP. CONCRETE RAMP SECTION WITH GROUNDOUT PLANKS

SCALE: 1" = 5'-0"

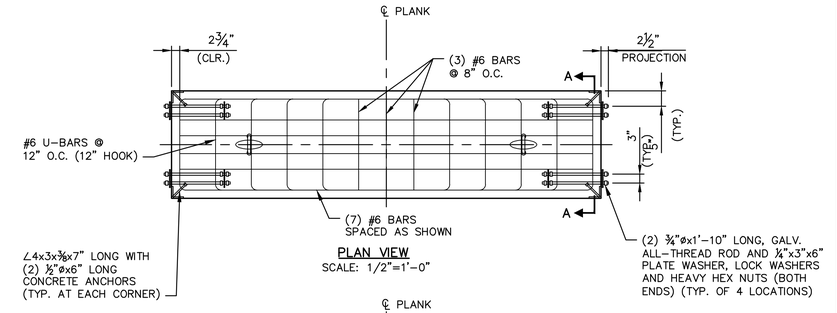


12' BOAT RAMP PLANK DETAIL

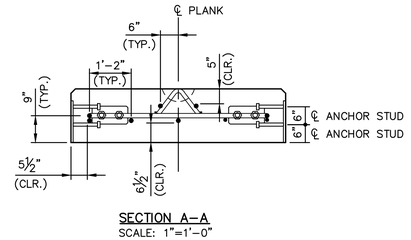
SCALE: 1/2"=1'-0"

DESIGN NOTES:
1. CONCRETE 5,000 PSI AT 28 DAYS. (MAINEDOT CLASS A).
2. REINFORCING TO BE GRADE 60, EPOXY COATED.
3. LONGITUDINAL BROOM FINISH.
4. IMBEDDED HARDWARE TO BE GALVANIZED.
5. APPLY KURSEAL 309 TO ALL SURFACES.

INSTALLATION NOTE:
1. THE CONTRACTOR SHALL INSTALL ONLY ONE PLANK AT A TIME AND ONLY LIFTING FROM THE RECESSED LIFTING ANCHORS.

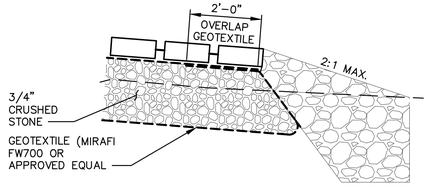


PLAN VIEW
SCALE: 1/2"=1'-0"



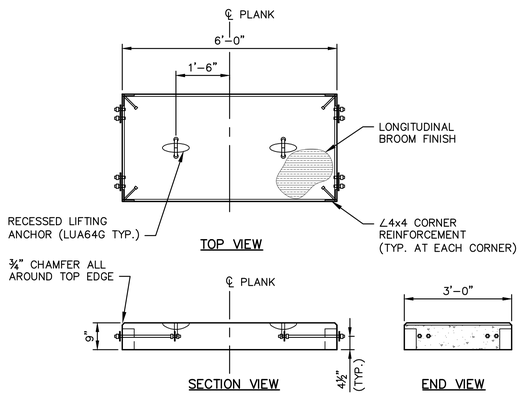
SECTION A-A
SCALE: 1"=1'-0"

12' BOAT RAMP PLANK REINFORCING



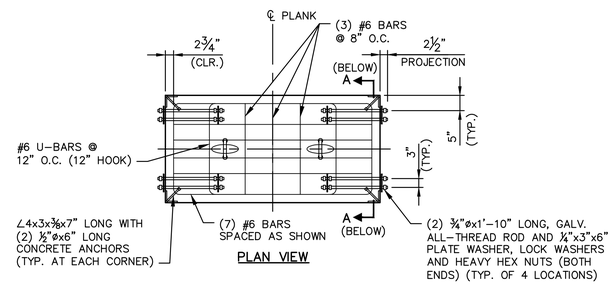
TYPICAL RAMP END SECTION

SCALE: 1/2" = 1'-0"



6' BOAT RAMP PLANK DETAIL

SCALE: 1/2"=1'-0"



PLAN VIEW

DESIGN NOTES:
1. CONCRETE 5,000 PSI AT 28 DAYS. (MAINEDOT CLASS A).
2. REINFORCING TO BE GRADE 60, EPOXY COATED.
3. LONGITUDINAL BROOM FINISH.
4. IMBEDDED HARDWARE TO BE GALVANIZED.
5. APPLY KURSEAL 309 TO ALL SURFACES.

6' BOAT RAMP PLANK REINFORCING

SCALE: 1/2"=1'-0"

REV	DATE	STATUS	BY	CHKD	APPD
2	3/7/2022	ISSUED FOR BIDDING	DB	JRP	RLP
1	8/18/2021	REVISED PER DEP WATERSHED COMMENTS	JRP	RLP	RLP
0	7/20/2021	DEP STORMWATER APPLICATION	JRP	RLP	RLP

STATE OF MAINE — ROBERT L. PRUE, JR. No. 6092 — LICENSED PROFESSIONAL ENGINEER

DESIGNED BY: JRP/RLP
DRAWN BY: DB
CHECKED BY: RLP
APPROVED BY: RLP
DATE: 7/20/2021

Pine Tree Engineering
Civil/Environmental Engineering • Surveying
53 Front Street
Bath, Maine 04530
Tel: (207) 443-1508
Fax: (207) 442-7029

CLIENT
MAINE DEPARTMENT OF INLAND FISHERIES AND WILDLIFE
41 STATE HOUSE STATION
AUGUSTA, MAINE 04333

PROJECT
ANNABESSACOOK LAKE BOATING FACILITY

TITLE
LAUNCH DETAILS

SCALE: AS SHOWN
PROJECT NO.: 19010
DRAWING NO.: 19010 BL DETAILS
SHT. 14 of 16
REV. 2

CONSTRUCTION NOTES

A. EROSION AND SEDIMENTATION CONTROL

A PERSON WHO CONDUCTS, OR CAUSES TO BE CONDUCTED, AN ACTIVITY THAT INVOLVES FILLING, DISPLACING OR EXPOSING SOIL OR OTHER EARTHEN MATERIALS SHALL TAKE MEASURES TO PREVENT UNREASONABLE EROSION OF SOIL OR SEDIMENT BEYOND THE PROJECT SITE OR INTO A PROTECTED NATURAL RESOURCE AS DEFINED IN 38 M.R.S. §480–B. EROSION CONTROL MEASURES MUST BE IN PLACE BEFORE THE ACTIVITY BEGINS. MEASURES MUST REMAIN IN PLACE AND FUNCTIONAL UNTIL THE SITE IS PERMANENTLY STABILIZED. ADEQUATE AND TIMELY TEMPORARY AND PERMANENT STABILIZATION MEASURES MUST BE TAKEN. THE DEPARTMENT HAS PREPARED PROTOCOLS FOR THE CONTROL OF EROSION AND SEDIMENTATION. SEE "MAINE EROSION AND SEDIMENT CONTROL BMPS MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION."

1. POLLUTION PREVENTION. MINIMIZE DISTURBED AREAS AND PROTECT NATURAL DOWNGRADIENT BUFFER AREAS TO THE EXTENT PRACTICABLE. CONTROL STORMWATER VOLUME AND VELOCITY WITHIN THE SITE TO MINIMIZE SOIL EROSION. MINIMIZE THE DISTURBANCE OF STEEP SLOPES. CONTROL STORMWATER DISCHARGES, INCLUDING BOTH PEAK FLOW RATES AND VOLUME, TO MINIMIZE EROSION AT OUTLETS. THE DISCHARGE MAY NOT RESULT IN EROSION OF ANY OPEN DRAINAGE CHANNELS, SWALES, STREAM CHANNELS OR STREAM BANKS, UPLAND, OR COASTAL OR FRESHWATER WETLANDS OFF THE PROJECT SITE.

   WHENEVER PRACTICABLE, NO DISTURBANCE ACTIVITIES SHOULD TAKE PLACE WITHIN 50 FEET OF ANY PROTECTED NATURAL RESOURCE. IF DISTURBANCE ACTIVITIES TAKE PLACE BETWEEN 30 FEET AND 50 FEET OF ANY PROTECTED NATURAL RESOURCE, AND STORMWATER DISCHARGES THROUGH THE DISTURBED AREAS TOWARD THE PROTECTED NATURAL RESOURCE, PERIMETER EROSION CONTROLS MUST BE DOUBLED. IF DISTURBANCE ACTIVITIES TAKE PLACE LESS THAN 30 FEET FROM ANY PROTECTED NATURAL RESOURCE, AND STORMWATER DISCHARGES THROUGH THE DISTURBED AREAS TOWARD THE PROTECTED NATURAL RESOURCE, PERIMETER EROSION CONTROLS MUST BE DOUBLED AND DISTURBED AREAS MUST BE TEMPORARILY OR PERMANENTLY STABILIZED WITHIN 7 DAYS.

2. SEDIMENT BARRIERS. PRIOR TO CONSTRUCTION, PROPERLY INSTALL SEDIMENT BARRIERS AT THE DOWNGRADIENT EDGE, AND ALONG THE EXISTING CONTOUR, OF ANY AREA TO BE DISTURBED AND ADJACENT TO ANY DRAINAGE CHANNELS WITHIN THE DISTURBED AREA. SEDIMENT BARRIERS SHOULD BE INSTALLED DOWNGRADIENT OF SOIL OR SEDIMENT STOCKPILES AND STORMWATER PREVENTED FROM RUNNING ONTO THE STOCKPILE. SEDIMENT BARRIERS SHALL TERMINATE BY TURNING UPGRADIENT. MAINTAIN THE SEDIMENT BARRIERS BY REMOVING ACCUMULATED SEDIMENT, OR REMOVING AND REPLACING THE BARRIER, UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED. WHERE A DISCHARGE TO A STORM DRAIN INLET OCCURS, IF THE STORM DRAIN CARRIES WATER DIRECTLY TO A SURFACE WATER AND YOU HAVE AUTHORITY TO ACCESS THE STORM DRAIN INLET, YOU MUST INSTALL AND MAINTAIN PROTECTION MEASURES THAT REMOVE SEDIMENT FROM THE DISCHARGE.

3. STABILIZED CONSTRUCTION ENTRANCE. PRIOR TO CONSTRUCTION, PROPERLY INSTALL A STABILIZED CONSTRUCTION ENTRANCE (SCE) AT ALL POINTS OF EGRESS FROM THE SITE. THE SCE IS A STABILIZED PAD OF AGGREGATE, UNDERLAIN BY A GEOTEXTILE FILTER FABRIC, USED TO PREVENT TRAFFIC FROM TRACKING MATERIAL AWAY FROM THE SITE ONTO PUBLIC ROWS. MAINTAIN THE SCE UNTIL ALL DISTURBED AREAS ARE STABILIZED.

4. TEMPORARY STABILIZATION. WITHIN 7 DAYS OF THE CESSATION OF CONSTRUCTION ACTIVITIES IN AN AREA THAT WILL NOT BE WORKED FOR MORE THAN 7 DAYS, STABILIZE ANY EXPOSED SOIL WITH MULCH, OR OTHER NON–ERODIBLE COVER. STABILIZE AREAS WITHIN 75 FEET OF A WETLAND OR WATERBODY WITHIN 48 HOURS OF THE INITIAL DISTURBANCE OF THE SOIL OR PRIOR TO ANY STORM EVENT, WHICHEVER COMES FIRST.

5. REMOVAL OF TEMPORARY MEASURES. REMOVE ANY TEMPORARY CONTROL MEASURES, SUCH AS SILT FENCE, WITHIN 30 DAYS AFTER PERMANENT STABILIZATION IS ATTAINED. REMOVE ANY ACCUMULATED SEDIMENTS AND STABILIZE. IT IS RECOMMENDED THAT SILT FENCES BE REMOVED BY CUTTING THE FENCE MATERIALS AT GROUND LEVEL TO AVOID ADDITIONAL SOIL DISTURBANCE.

6. PERMANENT STABILIZATION. IF THE AREA WILL NOT BE WORKED FOR MORE THAN ONE YEAR OR HAS BEEN BROUGHT TO FINAL GRADE, THEN PERMANENTLY STABILIZE THE AREA WITHIN 7 DAYS BY PLANTING VEGETATION, SEEDING, SOD, OR THROUGH THE USE OF PERMANENT MULCH, OR RIPRAP, OR ROAD SUB–BASE. IF USING VEGETATION FOR STABILIZATION, SELECT THE PROPER VEGETATION FOR THE LIGHT, MOISTURE, AND SOIL CONDITIONS; AMEND AREAS OF DISTURBED SUBSOILS WITH TOPSOIL, COMPOST, OR FERTILIZERS; PROTECT SEEDED AREAS WITH MULCH OR, IF NECESSARY, EROSION CONTROL BLANKETS; AND SCHEDULE SODDING, PLANTING, AND SEEDING SO TO AVOID DIE–OFF FROM SUMMER DROUGHT AND FALL FROSTS. NEWLY SEEDED OR SODDED AREAS MUST BE PROTECTED FROM VEHICLE TRAFFIC, EXCESSIVE PEDESTRIAN TRAFFIC, AND CONCENTRATED RUNOFF UNTIL THE VEGETATION IS WELL–ESTABLISHED WITH 90% COVER BY HEALTHY VEGETATION. IF NECESSARY, AREAS MUST BE REWORKED AND RESTABILIZED IF GERMINATION IS SPARSE, PLANT COVERAGE IS SPOTTY, OR TOPSOIL EROSION IS EVIDENT. ONE OR MORE OF THE FOLLOWING MAY APPLY TO A PARTICULAR SITE.

   (a) SEEDED AREAS. FOR SEEDED AREAS, PERMANENT STABILIZATION MEANS A 90% COVER OF THE DISTURBED AREA WITH MATURE, HEALTHY PLANTS WITH NO EVIDENCE OF WASHING OR RILLING OF THE TOPSOIL.

   (b) SODDED AREAS. FOR SODDED AREAS, PERMANENT STABILIZATION MEANS THE COMPLETE BINDING OF THE SOD ROOTS INTO THE UNDERLYING SOIL WITH NO SLUMPING OF THE SOD OR DIE–OFF.

   (c) PERMANENT MULCH. FOR MULCHED AREAS, PERMANENT MULCHING MEANS TOTAL COVERAGE OF THE EXPOSED AREA WITH AN APPROVED MULCH MATERIAL. EROSION CONTROL MIX MAY BE USED AS MULCH FOR PERMANENT STABILIZATION ACCORDING TO THE APPROVED APPLICATION RATES AND LIMITATIONS.

   (d) RIPRAP. FOR AREAS STABILIZED WITH RIPRAP, PERMANENT STABILIZATION MEANS THAT SLOPES STABILIZED WITH RIPRAP HAVE AN APPROPRIATE BACKING OF A WELL–GRADED GRAVEL OR APPROVED GEOTEXTILE TO PREVENT SOIL MOVEMENT FROM BEHIND THE RIPRAP. STONE MUST BE SIZED APPROPRIATELY. IT IS RECOMMENDED THAT ANGULAR STONE BE USED.

   (e) AGRICULTURAL USE. FOR CONSTRUCTION PROJECTS ON LAND USED FOR AGRICULTURAL PURPOSES (E.G., PIPELINES ACROSS CROP LAND), PERMANENT STABILIZATION MAY BE ACCOMPLISHED BY RETURNING THE DISTURBED LAND TO AGRICULTURAL USE.

   (f) PAVED AREAS. FOR PAVED AREAS, PERMANENT STABILIZATION MEANS THE PLACEMENT OF THE COMPACTED GRAVEL SUBBASE IS COMPLETED, PROVIDED IT IS FREE OF FINE MATERIALS THAT MAY RUNOFF WITH A RAIN EVENT

   (g) DITCHES, CHANNELS, AND SWALES. FOR OPEN CHANNELS, PERMANENT STABILIZATION MEANS THE CHANNEL IS STABILIZED WITH A 90% COVER OF HEALTHY VEGETATION, WITH A WELL–GRADED RIPRAP LINING, TURF REINFORCEMENT MAT, OR WITH ANOTHER NON–EROSIVE LINING SUCH AS CONCRETE OR ASPHALT PAVEMENT. THERE MUST BE NO EVIDENCE OF SLUMPING OF THE CHANNEL LINING, UNDERCUTTING OF THE CHANNEL BANKS, OR DOWN–CUTTING OF THE CHANNEL.

7. WINTER CONSTRUCTION. "WINTER CONSTRUCTION" IS CONSTRUCTION ACTIVITY PERFORMED DURING THE PERIOD FROM NOVEMBER 1 THROUGH APRIL 15. IF DISTURBED AREAS ARE NOT STABILIZED WITH PERMANENT MEASURES BY NOVEMBER 1 OR NEW SOIL DISTURBANCE OCCURS AFTER NOVEMBER 1, BUT BEFORE APRIL 15, THEN THESE AREAS MUST BE PROTECTED AND RUNOFF FROM THEM MUST BE CONTROLLED BY ADDITIONAL MEASURES AND RESTRICTIONS.

   (a) SITE STABILIZATION. FOR WINTER STABILIZATION, HAY MULCH IS APPLIED AT TWICE THE STANDARD TEMPORARY STABILIZATION RATE. AT THE END OF EACH CONSTRUCTION DAY, AREAS THAT HAVE BEEN BROUGHT TO FINAL GRADE MUST BE STABILIZED. MULCH MAY NOT BE SPREAD ON TOP OF SNOW.

   (b) SEDIMENT BARRIERS. ALL AREAS WITHIN 75 FEET OF A PROTECTED NATURAL RESOURCE MUST BE PROTECTED WITH A DOUBLE ROW OF SEDIMENT BARRIERS.

   (c) DITCH. ALL VEGETATED DITCH LINES THAT HAVE NOT BEEN STABILIZED BY NOVEMBER 1, OR WILL BE WORKED DURING THE WINTER CONSTRUCTION PERIOD, MUST BE STABILIZED WITH AN APPROPRIATE STONE LINING BACKED BY AN APPROPRIATE GRAVEL BED OR GEOTEXTILE UNLESS SPECIFICALLY RELEASED FROM THIS STANDARD BY THE DEPARTMENT.

   (d) SLOPES. MULCH NETTING MUST BE USED TO ANCHOR MULCH ON ALL SLOPES GREATER THAN 8% UNLESS EROSION CONTROL BLANKETS OR EROSION CONTROL MIX IS BEING USED ON THESE SLOPES.

8. STORMWATER CHANNELS. DITCHES, SWALES, AND OTHER OPEN STORMWATER CHANNELS MUST BE DESIGNED, CONSTRUCTED, AND STABILIZED USING MEASURES THAT ACHIEVE LONG–TERM EROSION CONTROL. DITCHES, SWALES AND OTHER OPEN STORMWATER CHANNELS MUST BE SIZED TO HANDLE, AT A MINIMUM, THE EXPECTED VOLUME RUN–OFF. EACH CHANNEL SHOULD BE CONSTRUCTED IN SECTIONS SO THAT THE SECTION'S GRADING, SHAPING, AND INSTALLATION OF THE PERMANENT LINING CAN BE COMPLETED THE SAME DAY. IF A CHANNEL'S FINAL GRADING OR LINING INSTALLATION MUST BE DELAYED, THEN DIVERSION BERMS MUST BE USED TO DIVERT STORMWATER AWAY FROM THE CHANNEL, PROPERLY–SPACED CHECK DAMS MUST BE INSTALLED IN THE CHANNEL TO SLOW THE WATER VELOCITY, AND A TEMPORARY LINING INSTALLED ALONG THE CHANNEL TO PREVENT SCOURING. PERMANENT STABILIZATION FOR CHANNELS IS ADDRESSED UNDER APPENDIX A(5)(G) ABOVE.

   (a) THE CHANNEL SHOULD RECEIVE ADEQUATE ROUTINE MAINTENANCE TO MAINTAIN CAPACITY AND PREVENT OR CORRECT ANY EROSION OF THE CHANNEL'S BOTTOM OR SIDE SLOPES.

   (b) WHEN THE WATERSHED DRAINING TO A DITCH OR SWALE IS LESS THAN 1 ACRE OF TOTAL DRAINAGE AND LESS THAN ¼ ACRE OF IMPERVIOUS AREA, DIVERSION OF RUNOFF TO ADJACENT WOODED OR OTHERWISE VEGETATED BUFFER AREAS IS ENCOURAGED WHERE THE OPPORTUNITY EXISTS.

9. ROADS. GRAVEL AND PAVED ROADS MUST BE DESIGNED AND CONSTRUCTED WITH CROWNS OR OTHER MEASURES, SUCH AS WATER BARS, TO ENSURE THAT STORMWATER IS DELIVERED IMMEDIATELY TO ADJACENT STABLE DITCHES, VEGETATED BUFFER AREAS, CATCH BASIN INLETS, OR STREET GUTTERS.

10. CULVERTS. CULVERTS MUST BE SIZED TO AVOID UNINTENDED FLOODING OF UPSTREAM AREAS OR FREQUENT OVERTOPPING OF ROADWAYS. CULVERT INLETS MUST BE PROTECTED WITH APPROPRIATE MATERIALS FOR THE EXPECTED ENTRANCE VELOCITY, AND PROTECTION MUST EXTEND AT LEAST AS HIGH AS THE EXPECTED MAXIMUM ELEVATION OF STORAGE BEHIND THE CULVERT. CULVERT OUTLET DESIGN MUST INCORPORATE MEASURES, SUCH AS APRONS, TO PREVENT SCOUR OF THE STREAM CHANNEL. OUTLET PROTECTION MEASURES MUST BE DESIGNED TO STAY WITHIN THE CHANNEL LIMITS. THE DESIGN MUST TAKE ACCOUNT OF TAILWATER DEPTH.

11. PARKING AREAS. PARKING AREAS MUST BE CONSTRUCTED TO ENSURE RUNOFF IS DELIVERED TO ADJACENT SWALES, CATCH BASINS, CURB GUTTERS, OR BUFFER AREAS WITHOUT ERODING AREAS DOWNSLOPE. THE PARKING AREA'S SUBBASE COMPACTION AND GRADING MUST BE DONE TO ENSURE RUNOFF IS EVENLY DISTRIBUTED TO ADJACENT BUFFERS OR SIDE SLOPES. CATCH BASINS MUST BE LOCATED AND SET TO PROVIDE ENOUGH STORAGE DEPTH AT THE INLET TO ALLOW INFLOW OF PEAK RUNOFF RATES WITHOUT BY–PASS OF RUNOFF TO OTHER AREAS.

B. INSPECTION AND MAINTENANCE

1. DURING CONSTRUCTION. THE FOLLOWING STANDARDS MUST BE MET DURING CONSTRUCTION.

   (a) INSPECTION AND CORRECTIVE ACTION. INSPECT DISTURBED AND IMPERVIOUS AREAS, EROSION CONTROL MEASURES, MATERIALS STORAGE AREAS THAT ARE EXPOSED TO PRECIPITATION, AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE. INSPECT THESE AREAS AT LEAST ONCE A WEEK AS WELL AS BEFORE AND WITHIN 24 HOURS AFTER A STORM EVENT (RAINFALL), AND PRIOR TO COMPLETING PERMANENT STABILIZATION MEASURES. A PERSON WITH KNOWLEDGE OF EROSION AND STORMWATER CONTROL, INCLUDING THE STANDARDS AND CONDITIONS IN THE PERMIT, SHALL CONDUCT THE INSPECTIONS.

   (b) MAINTENANCE. IF BEST MANAGEMENT PRACTICES (BMPS) NEED TO BE REPAIRED, THE REPAIR WORK SHOULD BE INITIATED UPON DISCOVERY OF THE PROBLEM BUT NO LATER THAN THE END OF THE NEXT WORKDAY. IF ADDITIONAL BMPS OR SIGNIFICANT REPAIR OF BMPS ARE NECESSARY, IMPLEMENTATION MUST BE COMPLETED WITHIN 7 CALENDAR DAYS AND PRIOR TO ANY STORM EVENT (RAINFALL). ALL MEASURES MUST BE MAINTAINED IN EFFECTIVE OPERATING CONDITION UNTIL AREAS ARE PERMANENTLY STABILIZED.

   (c) DOCUMENTATION. KEEP A LOG (REPORT) SUMMARIZING THE INSPECTIONS AND ANY CORRECTIVE ACTION TAKEN. THE LOG MUST INCLUDE THE NAME(S) AND QUALIFICATIONS OF THE PERSON MAKING THE INSPECTIONS, THE DATE(S) OF THE INSPECTIONS, AND MAJOR OBSERVATIONS ABOUT THE OPERATION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROLS, MATERIALS STORAGE AREAS, AND VEHICLES ACCESS POINTS TO THE PARCEL. MAJOR OBSERVATIONS MUST INCLUDE BMPS THAT NEED MAINTENANCE, BMPS THAT FAILED TO OPERATE AS DESIGNED OR PROVED INADEQUATE FOR A PARTICULAR LOCATION, AND LOCATION(S) WHERE ADDITIONAL BMPS ARE NEEDED. FOR EACH BMP REQUIRING MAINTENANCE, BMP NEEDING REPLACEMENT, AND LOCATION NEEDING ADDITIONAL BMPS, NOTE IN THE LOG THE CORRECTIVE ACTION TAKEN AND WHEN IT WAS TAKEN.

       THE LOG MUST BE MADE ACCESSIBLE TO DEPARTMENT STAFF AND A COPY MUST BE PROVIDED UPON REQUEST. THE PERMITTEE SHALL RETAIN A COPY OF THE LOG FOR A PERIOD OF AT LEAST THREE YEARS FROM THE COMPLETION OF PERMANENT STABILIZATION.

2. POST–CONSTRUCTION. THE FOLLOWING STANDARDS MUST BE MET AFTER CONSTRUCTION.

   (a) PLAN. CARRY OUT AN APPROVED INSPECTION AND MAINTENANCE PLAN THAT IS CONSISTENT WITH THE MINIMUM REQUIREMENTS OF THIS SECTION. THE PLAN MUST ADDRESS INSPECTION AND MAINTENANCE OF THE PROJECT'S PERMANENT EROSION CONTROL MEASURES AND STORMWATER MANAGEMENT SYSTEM. THIS PLAN MAY BE COMBINED WITH THE PLAN LISTED IN SECTION 2(A) OF THIS APPENDIX. SEE SECTION 7(C)(2) FOR SUBMISSION REQUIREMENTS.

   (b) INSPECTION AND MAINTENANCE. ALL MEASURES MUST BE MAINTAINED IN EFFECTIVE OPERATING CONDITION. A PERSON WITH KNOWLEDGE OF EROSION AND STORMWATER CONTROL, INCLUDING THE STANDARDS AND CONDITIONS IN THE PERMIT, SHALL CONDUCT THE INSPECTIONS. THE FOLLOWING AREAS, FACILITIES, AND MEASURES MUST BE INSPECTED AND IDENTIFIED DEFICIENCIES MUST BE CORRECTED. AREAS, FACILITIES, AND MEASURES OTHER THAN THOSE LISTED BELOW MAY ALSO REQUIRE INSPECTION ON A SPECIFIC SITE. INSPECTION OR MAINTENANCE TASKS OTHER THAN THOSE DISCUSSED BELOW MUST BE INCLUDED IN THE MAINTENANCE PLAN DEVELOPED FOR A SPECIFIC SITE.

      (i) INSPECT VEGETATED AREAS, PARTICULARLY SLOPES AND EMBANKMENTS, EARLY IN THE GROWING SEASON OR AFTER HEAVY RAINS TO IDENTIFY ACTIVE OR POTENTIAL EROSION PROBLEMS. REPLANT BARE AREAS OR AREAS WITH SPARSE GROWTH. WHERE RILL EROSION IS EVIDENT, ARMOR THE AREA WITH AN APPROPRIATE LINING OR DIVERT THE EROSIVE FLOWS TO ON–SITE AREAS ABLE TO WITHSTAND THE CONCENTRATED FLOWS. SEE PERMANENT STABILIZATION STANDARDS IN APPENDIX A(5).

      (ii) INSPECT DITCHES, SWALES AND OTHER OPEN STORMWATER CHANNELS IN THE SPRING, IN LATE FALL, AND AFTER HEAVY RAINS TO REMOVE ANY OBSTRUCTIONS TO FLOW, REMOVE ACCUMULATED SEDIMENTS AND DEBRIS, TO CONTROL VEGETATED GROWTH THAT COULD OBSTRUCT FLOW, AND TO REPAIR ANY EROSION OF THE DITCH LINING. VEGETATED DITCHES MUST BE MOWED AT LEAST ANNUALLY OR OTHERWISE MAINTAINED TO CONTROL THE GROWTH OF WOODY VEGETATION AND MAINTAIN FLOW CAPACITY. ANY WOODY VEGETATION GROWING THROUGH RIPRAP LININGS MUST ALSO BE REMOVED. REPAIR ANY SLUMPING SIDE SLOPES AS SOON AS PRACTICABLE. IF THE DITCH HAS A RIPRAP LINING, REPLACE RIPRAP ON AREAS WHERE ANY UNDERLYING FILTER FABRIC OR UNDERDRAIN GRAVEL IS SHOWING THROUGH THE STONE OR WHERE STONES HAVE DISLODGED. THE CHANNEL MUST RECEIVE ADEQUATE ROUTINE MAINTENANCE TO MAINTAIN CAPACITY AND PREVENT OR CORRECT ANY EROSION OF THE CHANNEL'S BOTTOM OR SIDESLOPES.

      (iii) INSPECT CULVERTS IN THE SPRING, IN LATE FALL, AND AFTER HEAVY RAINS TO REMOVE ANY OBSTRUCTIONS TO FLOW; REMOVE ACCUMULATED SEDIMENTS AND DEBRIS AT THE INLET, AT THE OUTLET, AND WITHIN THE CONDUIT; AND TO REPAIR ANY EROSION DAMAGE AT THE CULVERT'S INLET AND OUTLET.

      (iv) INSPECT AND CLEAN OUT CATCH BASINS. CLEAN–OUT MUST INCLUDE THE REMOVAL AND LEGAL DISPOSAL OF ANY ACCUMULATED SEDIMENTS AND DEBRIS AT THE BOTTOM OF THE BASIN, AT ANY INLET GRATES, AT ANY INFLOW CHANNELS TO THE BASIN, AND AT ANY PIPES BETWEEN BASINS. IF THE BASIN OUTLET IS DESIGNED TO TRAP FLOATABLE MATERIALS, THEN REMOVE THE FLOATING DEBRIS AND ANY FLOATING OILS (USING OIL–ABSORPTIVE PADS).

      (v) INSPECT RESOURCE AND TREATMENT BUFFERS ONCE A YEAR FOR EVIDENCE OF EROSION, CONCENTRATING FLOW, AND ENCROACHMENT BY DEVELOPMENT. IF FLOWS ARE CONCENTRATING WITHIN A BUFFER, SITE GRADING, LEVEL SPREADERS, OR DITCH TURN–OUTS MUST BE USED TO ENSURE A MORE EVEN DISTRIBUTION OF FLOW INTO A BUFFER. ADDITIONALLY, SLOPE REPAIRS SHALL BE MADE WITH RIPRAP MATERIAL TO PREVENT FURTHER EROSION FROM DOWNGRADIENT RUNOFF THROUGHOUT THE BUFFER. CHECK DOWN SLOPE OF ALL SPREADERS AND TURN–OUTS FOR EROSION. IF EROSION IS PRESENT, ADJUST OR MODIFY THE SPREADER'S OR TURNOUT'S LIP TO ENSURE A BETTER DISTRIBUTION OF FLOW INTO A BUFFER. CLEAN–OUT ANY ACCUMULATION OF SEDIMENT WITHIN THE SPREADER BAYS OR TURN–OUT POOLS.

      (vi) INSPECT AT LEAST ONCE PER YEAR, EACH STORMWATER MANAGEMENT POND OR BASIN, INCLUDING THE POND'S EMBANKMENTS, OUTLET STRUCTURE, AND EMERGENCY SPILLWAY. REMOVE AND DISPOSE OF ACCUMULATED SEDIMENTS IN THE POND. CONTROL WOODY VEGETATION ON THE POND'S EMBANKMENTS.

      (vii) INSPECT AT LEAST ONE PER YEAR, EACH UNDERDRAINED FILTER, INCLUDING THE FILTER EMBANKMENTS, VEGETATION, UNDERDRAIN PIPING, AND OVERFLOW SPILLWAY. REMOVE AND DISPOSE OF ACCUMULATED SEDIMENTS IN THE FILTER. IF NEEDED, REHABILITATE ANY CLOGGED SURFACE LININGS, AND FLUSH UNDERDRAIN PIPING.

      (viii) INSPECT EACH MANUFACTURED SYSTEM INSTALLED ON THE SITE, INCLUDING THE SYSTEM'S INLET, TREATMENT CHAMBER(S), AND OUTLET AT LEAST ONCE PER YEAR, OR IN ACCORDANCE WITH THE MAINTENANCE GUIDELINES RECOMMENDED BY THE MANUFACTURER BASED ON THE ESTIMATED RUNOFF AND POLLUTANT LOAD EXPECTED TO THE SYSTEM FROM THE PROJECT. REMOVE AND DISPOSE OF ACCUMULATED SEDIMENTS, DEBRIS, AND CONTAMINATED WATERS FROM THE SYSTEM AND, IF APPLICABLE, REMOVE AND REPLACE ANY CLOGGED OR SPENT FILTER MEDIA.

   (c) REGULAR MAINTENANCE

      (i) CLEAR ACCUMULATIONS OF WINTER SAND IN PARKING LOTS AND ALONG ROADWAYS AT LEAST ONCE A YEAR, PREFERABLY IN THE SPRING. ACCUMULATIONS ON PAVEMENT MAY BE REMOVED BY PAVEMENT SWEEPING. ACCUMULATIONS OF SAND ALONG ROAD SHOULDERS MAY BE REMOVED BY GRADING EXCESS SAND TO THE PAVEMENT EDGE AND REMOVING IT MANUALLY OR BY A FRONT–END LOADER. GRADING OF GRAVEL ROADS, OR GRADING OF THE GRAVEL SHOULDERS OF GRAVEL OR PAVED ROADS, MUST BE ROUTINELY PERFORMED TO ENSURE THAT STORMWATER DRAINS IMMEDIATELY OFF THE ROAD SURFACE TO ADJACENT BUFFER AREAS OR STABLE DITCHES, AND IS NOT IMPEDED BY ACCUMULATIONS OF GRADED MATERIAL ON THE ROAD SHOULDER OR BY EXCAVATION OF FALSE DITCHES IN THE SHOULDER. IF WATER BARS OR OPEN–TOP CULVERTS ARE USED TO DIVERT RUNOFF FROM ROAD SURFACES, CLEAN–OUT ANY SEDIMENTS WITHIN OR AT THE OUTLET OF THESE STRUCTURES TO RESTORE THEIR FUNCTION.

      (ii) MANAGE EACH BUFFER'S VEGETATION CONSISTENTLY WITH THE REQUIREMENTS IN ANY DEED RESTRICTIONS FOR THE BUFFER. WOODED BUFFERS MUST REMAIN FULLY WOODED AND HAVE NO DISTURBANCE TO THE DUFF LAYER. VEGETATION IN NON–WOODED BUFFERS MAY NOT BE CUT MORE THAN THREE TIMES PER YEAR, AND MAY NOT BE CUT SHORTER THAN SIX INCHES.

   (d) DOCUMENTATION. KEEP A LOG (REPORT) SUMMARIZING INSPECTIONS, MAINTENANCE, AND ANY CORRECTIVE ACTIONS TAKEN. THE LOG MUST INCLUDE THE DATE ON WHICH EACH INSPECTION OR MAINTENANCE TASK WAS PERFORMED, A DESCRIPTION OF THE INSPECTION FINDINGS OR MAINTENANCE COMPLETED, AND THE NAME OF THE INSPECTOR OR MAINTENANCE PERSONNEL PERFORMING THE TASK. IF A MAINTENANCE TASK REQUIRES THE CLEAN–OUT OF ANY SEDIMENTS OR DEBRIS, INDICATE WHERE THE SEDIMENT AND DEBRIS WAS DISPOSED AFTER REMOVAL. THE LOG MUST BE MADE ACCESSIBLE TO DEPARTMENT STAFF AND A COPY PROVIDED TO THE DEPARTMENT UPON REQUEST. THE PERMITTEE SHALL RETAIN A COPY OF THE LOG FOR A PERIOD OF AT LEAST FIVE YEARS FROM THE COMPLETION OF PERMANENT STABILIZATION.

C. HOUSEKEEPING

THESE PERFORMANCE STANDARDS APPLY TO ALL PROJECTS EXCEPT FOR STORMWATER PBR PROJECTS.

1. SPILL PREVENTION. CONTROLS MUST BE USED TO PREVENT POLLUTANTS FROM CONSTRUCTION AND WASTE MATERIALS STORED ON SITE TO ENTER STORMWATER, WHICH INCLUDES STORAGE PRACTICES TO MINIMIZE EXPOSURE OF THE MATERIALS TO STORMWATER. THE SITE CONTRACTOR OR OPERATOR MUST DEVELOP, AND IMPLEMENT AS NECESSARY, APPROPRIATE SPILL PREVENTION, CONTAINMENT, AND RESPONSE PLANNING MEASURES.

   NOTE: ANY SPILL OR RELEASE OF TOXIC OR HAZARDOUS SUBSTANCES MUST BE REPORTED TO THE DEPARTMENT. FOR OIL SPILLS, CALL 1–800–482–0777 WHICH IS AVAILABLE 24 HOURS A DAY. FOR SPILLS OF TOXIC OR HAZARDOUS MATERIAL, CALL 1–800–452–6446 WHICH IS AVAILABLE 24 HOURS A DAY. FOR MORE INFORMATION, VISIT THE DEPARTMENT'S WEBSITE AT: HTTP: //WWW.MAINE.GOV/DEP/SPILLS/EMERGSPILLRESP/

2. GROUNDWATER PROTECTION. DURING CONSTRUCTION, LIQUID PETROLEUM PRODUCTS AND OTHER HAZARDOUS MATERIALS WITH THE POTENTIAL TO CONTAMINATE GROUNDWATER MAY NOT BE STORED OR HANDLED IN AREAS OF THE SITE DRAINING TO AN INFILTRATION AREA. AN "INFILTRATION AREA" IS ANY AREA OF THE SITE THAT BY DESIGN OR AS A RESULT OF SOILS, TOPOGRAPHY AND OTHER RELEVANT FACTORS ACCUMULATES RUNOFF THAT INFILTRATES INTO THE SOIL. DIKES, BERMS, SUMPS, AND OTHER FORMS OF SECONDARY CONTAINMENT THAT PREVENT DISCHARGE TO GROUNDWATER MAY BE USED TO ISOLATE PORTIONS OF THE SITE FOR THE PURPOSES OF STORAGE AND HANDLING OF THESE MATERIALS. ANY PROJECT PROPOSING INFILTRATION OF STORMWATER MUST PROVIDE ADEQUATE PRE–TREATMENT OF STORMWATER PRIOR TO DISCHARGE OF STORMWATER TO THE INFILTRATION AREA, OR PROVIDE FOR TREATMENT WITHIN THE INFILTRATION AREA, IN ORDER TO PREVENT THE ACCUMULATION OF FINES, REDUCTION IN INFILTRATION RATE, AND CONSEQUENT FLOODING AND DESTABILIZATION.

   NOTE: LACK OF APPROPRIATE POLLUTANT REMOVAL BEST MANAGEMENT PRACTICES (BMPS) MAY RESULT IN VIOLATIONS OF THE GROUNDWATER QUALITY STANDARD ESTABLISHED BY 38 M.R.S.A. §465–C(1).

3. FUGITIVE SEDIMENT AND DUST. ACTIONS MUST BE TAKEN TO ENSURE THAT ACTIVITIES DO NOT RESULT IN NOTICEABLE EROSION OF SOILS OR FUGITIVE DUST EMISSIONS DURING OR AFTER CONSTRUCTION. OIL MAY NOT BE USED FOR DUST CONTROL, BUT OTHER WATER ADDITIVES MAY BE CONSIDERED AS NEEDED. A STABILIZED CONSTRUCTION ENTRANCE (SCE) SHOULD BE INCLUDED TO MINIMIZE TRACKING OF MUD AND SEDIMENT. IF OFF–SITE TRACKING OCCURS, PUBLIC ROADS SHOULD BE SWEPT IMMEDIATELY AND NO LESS THAN ONCE A WEEK AND PRIOR TO SIGNIFICANT STORM EVENTS. OPERATIONS DURING DRY MONTHS, THAT EXPERIENCE FUGITIVE DUST PROBLEMS, SHOULD WET DOWN UNPAVED ACCESS ROADS ONCE A WEEK OR MORE FREQUENTLY AS NEEDED WITH A WATER ADDITIVE TO SUPPRESS FUGITIVE SEDIMENT AND DUST.

   NOTE: DEWATERING A STREAM WITHOUT A PERMIT FROM THE DEPARTMENT MAY VIOLATE STATE WATER QUALITY STANDARDS AND THE NATURAL RESOURCES PROTECTION ACT.

4. DEBRIS AND OTHER MATERIALS. MINIMIZE THE EXPOSURE OF CONSTRUCTION DEBRIS, BUILDING AND LANDSCAPING MATERIALS, TRASH, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, SANITARY WASTE AND OTHER MATERIALS TO PRECIPITATION AND STORMWATER RUNOFF. THESE MATERIALS MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE.

   NOTE: TO PREVENT THESE MATERIALS FROM BECOMING A SOURCE OF POLLUTANTS, CONSTRUCTION AND POST–CONSTRUCTION ACTIVITIES RELATED TO A PROJECT MAY BE REQUIRED TO COMPLY WITH APPLICABLE PROVISION OF RULES RELATED TO SOLID, UNIVERSAL, AND HAZARDOUS WASTE, INCLUDING, BUT NOT LIMITED TO, THE MAINE SOLID WASTE AND HAZARDOUS WASTE MANAGEMENT RULES; MAINE HAZARDOUS WASTE MANAGEMENT RULES; MAINE OIL CONVEYANCE AND STORAGE RULES; AND MAINE PESTICIDE REQUIREMENTS.

5. EXCAVATION DE–WATERING. EXCAVATION DE–WATERING IS THE REMOVAL OF WATER FROM TRENCHES, FOUNDATIONS, COFFER DAMS, PONDS, AND OTHER AREAS WITHIN THE CONSTRUCTION AREA THAT RETAIN WATER AFTER EXCAVATION. IN MOST CASES THE COLLECTED WATER IS HEAVILY SILTED AND HINDERS CORRECT AND SAFE CONSTRUCTION PRACTICES. THE COLLECTED WATER REMOVED FROM THE PONDED AREA, EITHER THROUGH GRAVITY OR PUMPING, MUST BE SPREAD THROUGH NATURAL WOODED BUFFERS OR REMOVED TO AREAS THAT ARE SPECIFICALLY DESIGNED TO COLLECT THE MAXIMUM AMOUNT OF SEDIMENT POSSIBLE, LIKE A COFFERDAM SEDIMENTATION BASIN. AVOID ALLOWING THE WATER TO FLOW OVER DISTURBED AREAS OF THE SITE. EQUIVALENT MEASURES MAY BE TAKEN IF APPROVED BY THE DEPARTMENT.

   NOTE: DEWATERING CONTROLS ARE DISCUSSED IN THE "MAINE EROSION AND SEDIMENT CONTROL BMPS, MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION."

6. AUTHORIZED NON–STORMWATER DISCHARGES. IDENTIFY AND PREVENT CONTAMINATION BY NON–STORMWATER DISCHARGES. WHERE ALLOWED NON–STORMWATER DISCHARGES EXIST, THEY MUST BE IDENTIFIED AND STEPS SHOULD BE TAKEN TO ENSURE THE IMPLEMENTATION OF APPROPRIATE POLLUTION PREVENTION MEASURES FOR THE NON–STORMWATER COMPONENT(S) OF THE DISCHARGE. AUTHORIZED NON–STORMWATER DISCHARGES ARE:

   (a) DISCHARGES FROM FIREFIGHTING ACTIVITY;

   (b) FIRE HYDRANT FLUSHINGS;

   (c) VEHICLE WASHWATER IF DETERGENTS ARE NOT USED AND WASHING IS LIMITED TO THE EXTERIOR OF VEHICLES (ENGINE, UNDERCARRIAGE AND TRANSMISSION WASHING IS PROHIBITED);

   (d) DUST CONTROL RUNOFF IN ACCORDANCE WITH PERMIT CONDITIONS AND APPENDIX (C)(3);

   (e) ROUTINE EXTERNAL BUILDING WASHDOWN, NOT INCLUDING SURFACE PAINT REMOVAL, THAT DOES NOT INVOLVE DETERGENTS;

   (f) PAVEMENT WASHWATER (WHERE SPILLS/LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE NOT OCCURRED, UNLESS ALL SPILLED MATERIAL HAD BEEN REMOVED) IF DETERGENTS ARE NOT USED;

   (g) UNCONTAMINATED AIR CONDITIONING OR COMPRESSOR CONDENSATE;

   (h) UNCONTAMINATED GROUNDWATER OR SPRING WATER;

   (i) FOUNDATION OR FOOTER DRAIN–WATER WHERE FLOWS ARE NOT CONTAMINATED;

   (j) UNCONTAMINATED EXCAVATION DEWATERING (SEE REQUIREMENTS IN APPENDIX C(5));

   (k) POTABLE WATER SOURCES INCLUDING WATERLINE FLUSHINGS; AND

   (l) LANDSCAPE IRRIGATION.

7. UNAUTHORIZED NON–STORMWATER DISCHARGES

   THE DEPARTMENT'S APPROVAL UNDER THIS CHAPTER DOES NOT AUTHORIZE A DISCHARGE THAT IS MIXED WITH A SOURCE OF NON_STORMWATER, OTHER THAN THOSE DISCHARGES IN COMPLIANCE WITH APPENDIX C (6). SPECIFICALLY, THE DEPARTMENT'S APPROVAL DOES NOT AUTHORIZE DISCHARGES OF THE FOLLOWING:

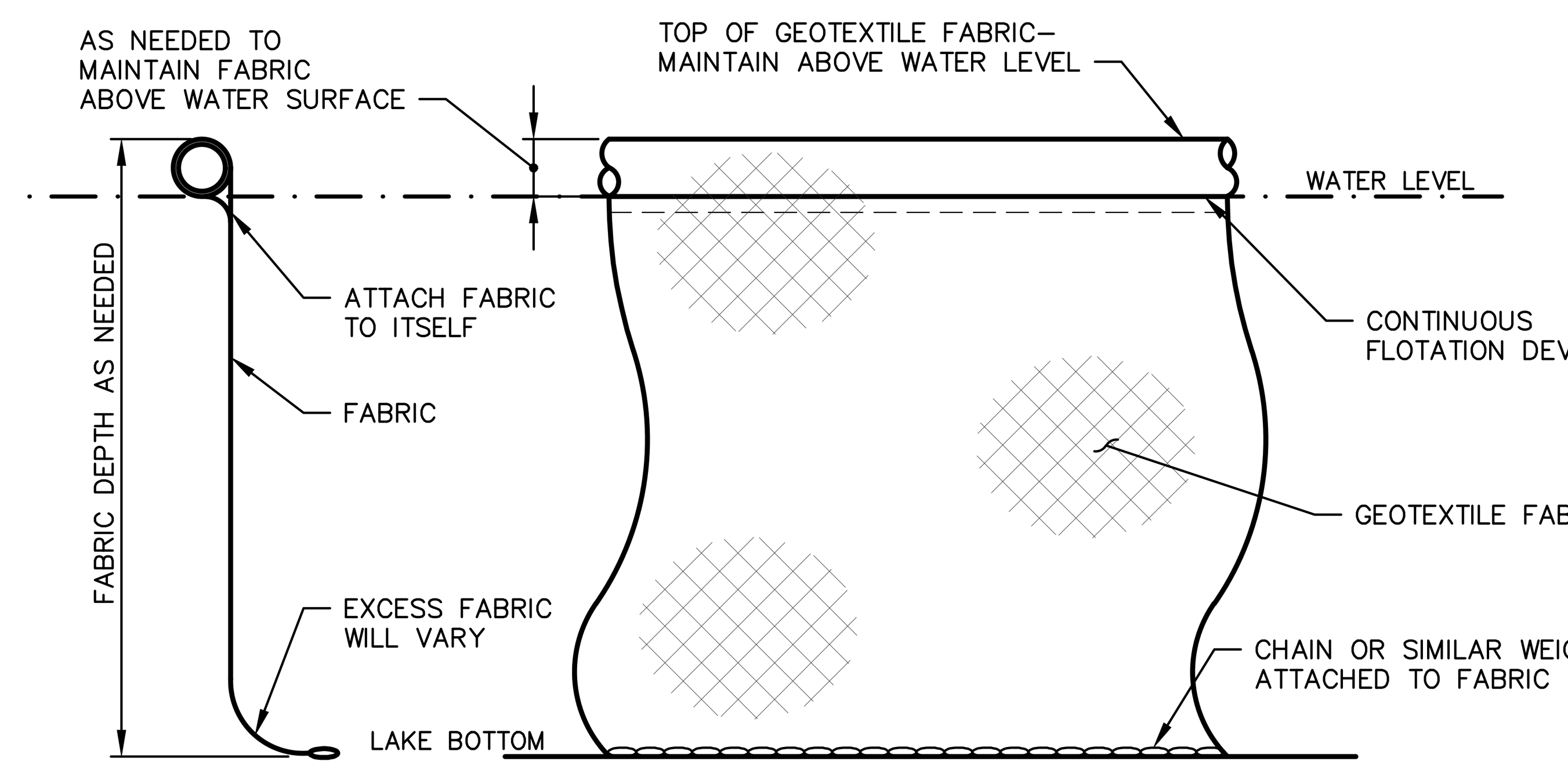
   (a) WASTEWATER FROM THE WASHOUT OR CLEANOUT OF CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS OR OTHER CONSTRUCTION MATERIALS;

   (b) FUELS, OILS OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE;

   (c) SOAPS, SOLVENTS, OR DETERGENTS USED IN VEHICLE AND EQUIPMENT WASHING; AND

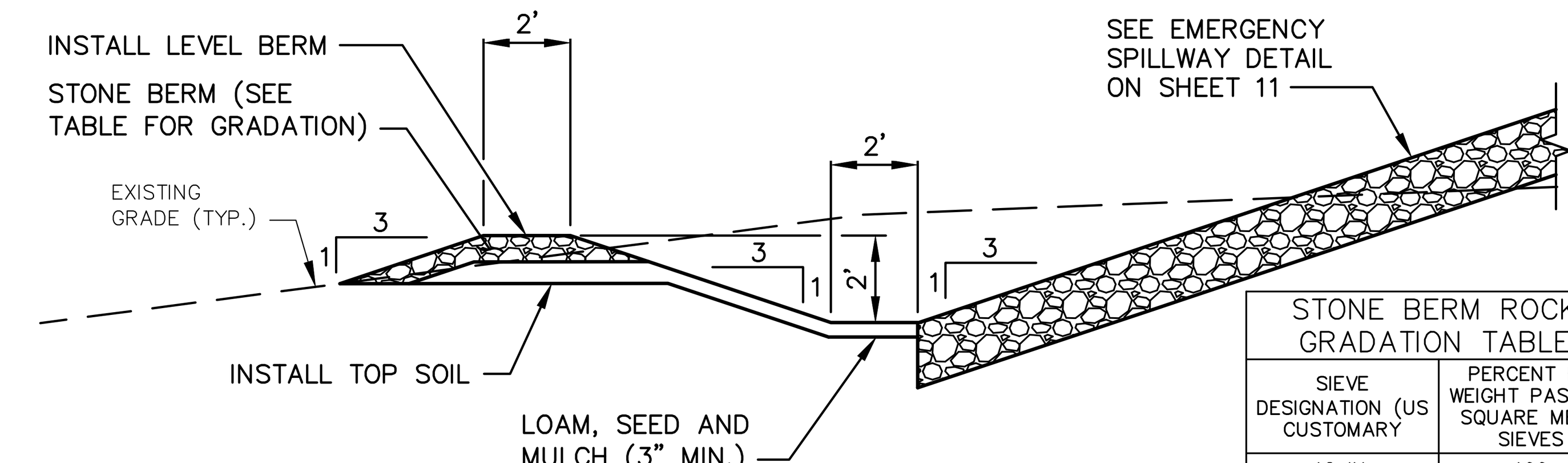
   (d) TOXIC OR HAZARDOUS SUBSTANCES FROM A SPILL OR OTHER RELEASE.

8. ADDITIONAL REQUIREMENTS. ADDITIONAL REQUIREMENTS MAY BE APPLIED ON A SITE–SPECIFIC BASIS.



WATER SILT BARRIER (AKA TURBIDITY CURTAIN) DETAIL
TYP. SUSPENDED INSTALLATION

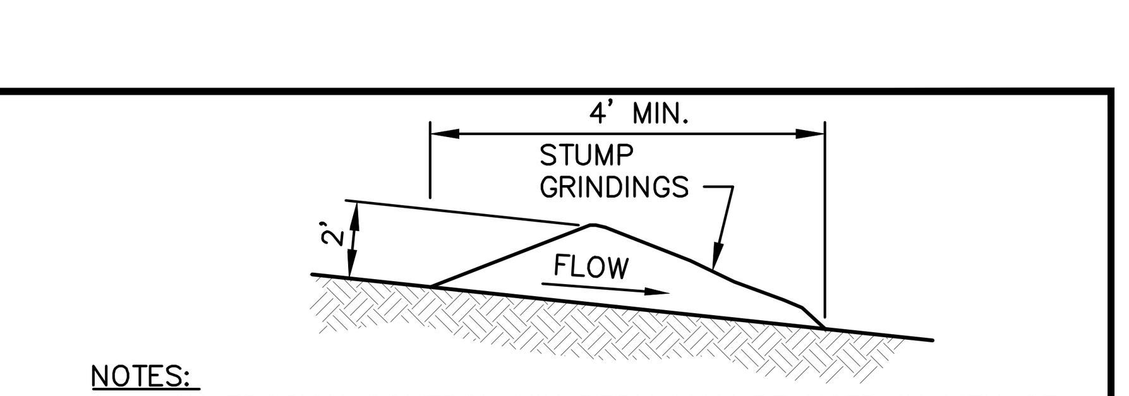
NOT TO SCALE



STONE BERM ROCK GRADATION TABLE	
SIEVE DESIGNATION (US CUSTOMARY)	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
12 IN.	100
6 IN.	84–100
3 IN.	68–83
1 IN.	42–55
NO. 4	8–12

LEVEL SPREADER DETAIL

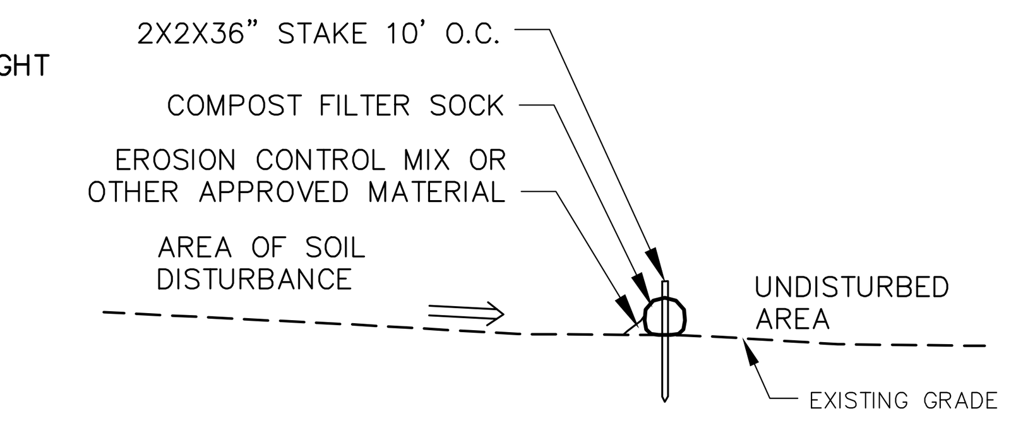
SCALE: 1" = 4'–0"



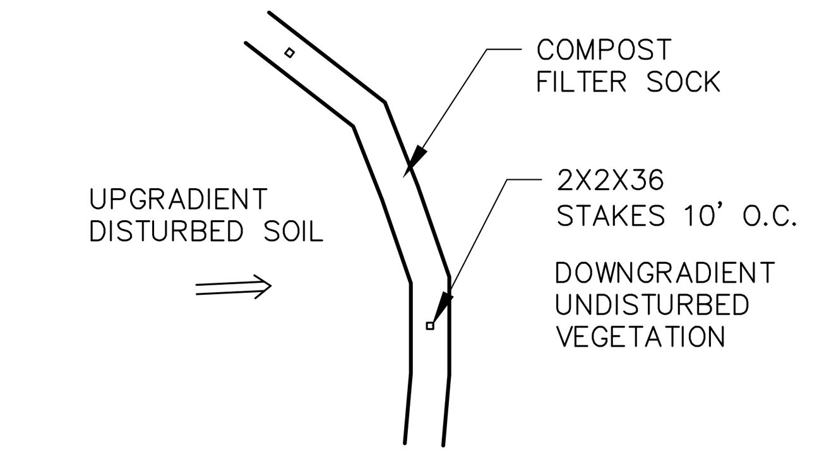
NOTES:
1. AN EROSION CONTROL MIX BERM MAY BE USED IN LIEU OF SILT FENCE.
2. FOR OVER–WINTER PROTECTION, A DOUBLE ROW OF EROSION CONTROL MIX BERMS, INSTALLED PARALLEL AND SPACED 10 FEET APART, SHALL BE PLACED FOR ALL AREAS WITHIN 75 FEET OF A PROTECTED NATURAL RESOURCE.

EROSION CONTROL MIX BERM DETAIL

SCALE: N.T.S.



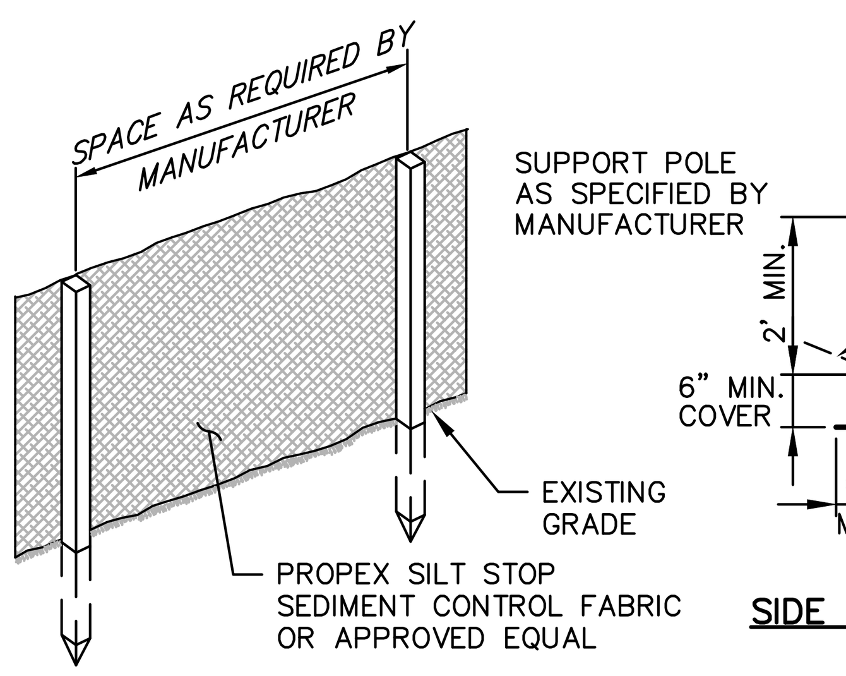
SECTION VIEW



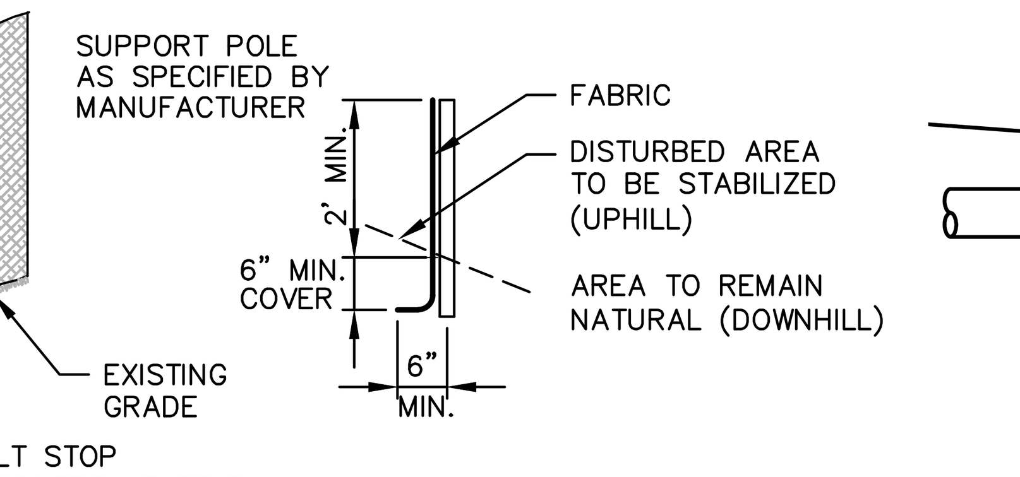
PLAN VIEW

COMPOST FILTER SOCK DETAIL

SCALE: 1" = 5'–0"



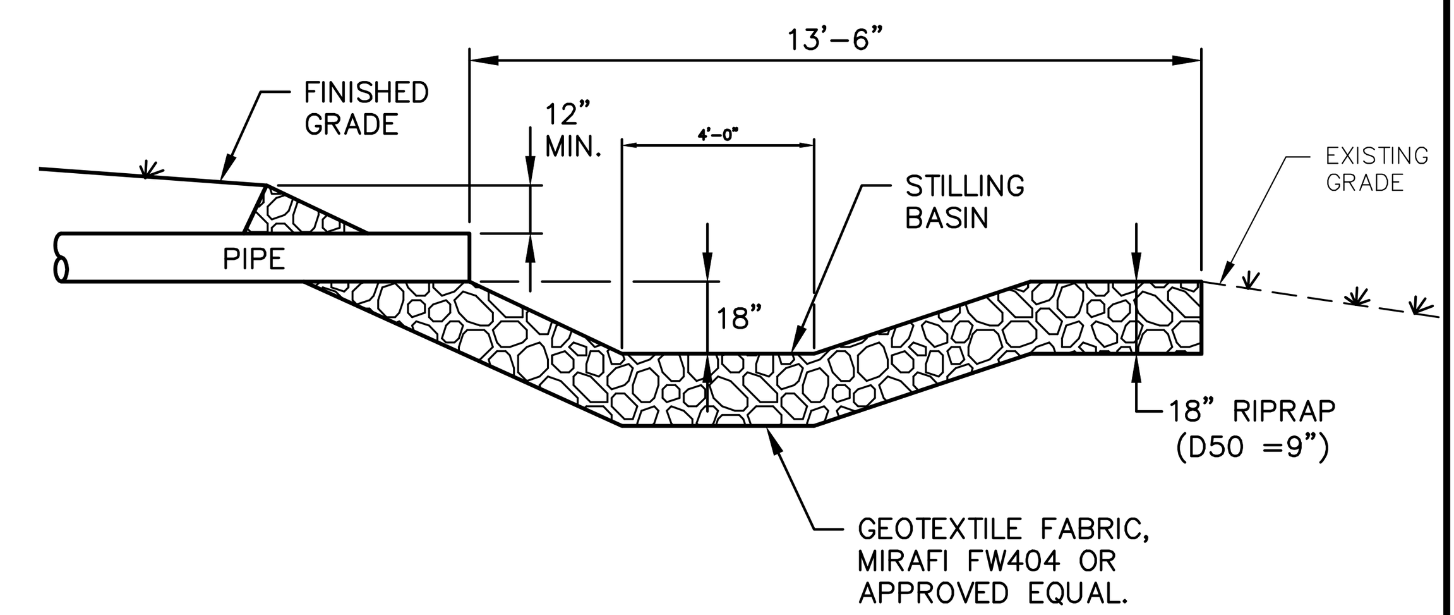
FRONT VIEW



SIDE VIEW

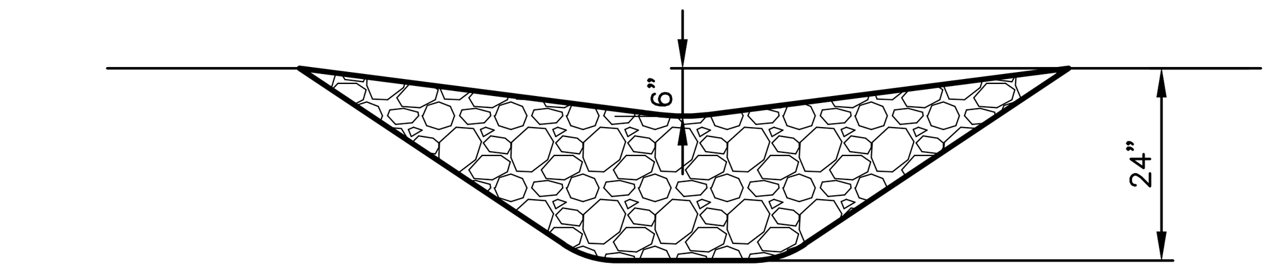
SILT FENCE DETAIL

SCALE: N.T.S.

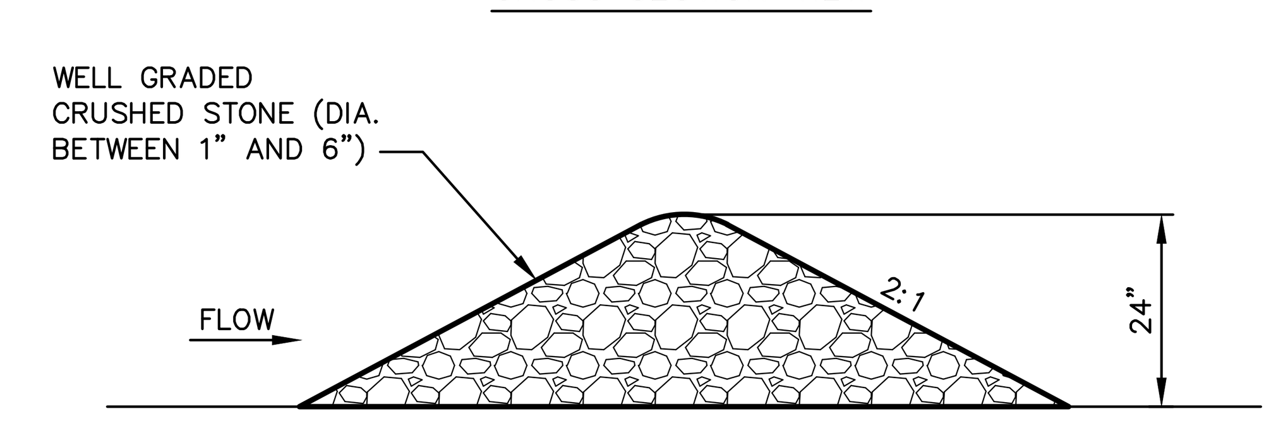


OUTLET PROTECTION DETAIL

SCALE: 1/4" = 1'–0"



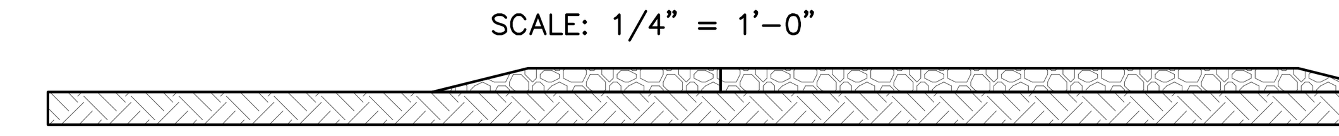
CROSS SECTION VIEW



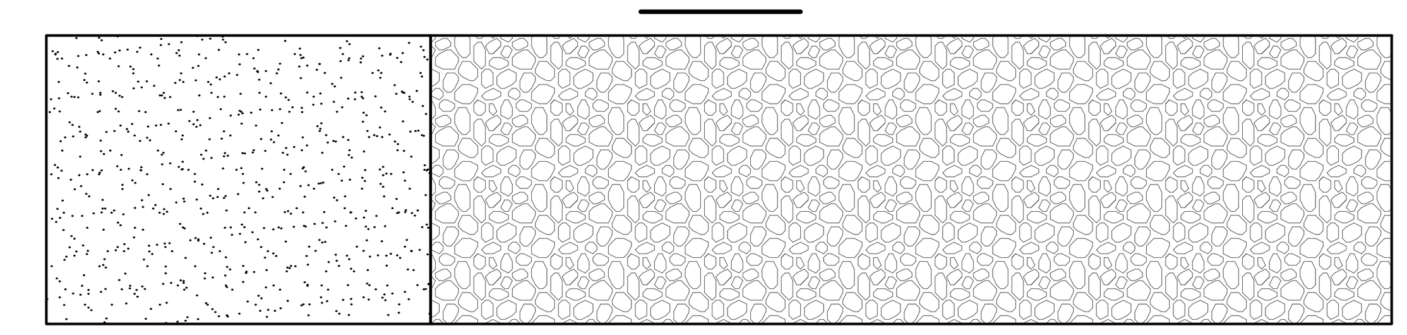
PROFILE VIEW

STONE CHECK DAM DETAIL

SCALE: 1/2" = 1'–0"



PROFILE



PLAN

CONSTRUCTION SPECIFICATIONS

STONE SIZE
AASHTO DESIGNATION M 43, SIZE NO. 2 (2 1/2" TO 1 1/2"). USE FIELD OR BANK RUN STONE.

LENGTH
AS EFFECTIVE, BUT NOT LESS THAN 50 FEET.

THICKNESS
NOT LESS THAN EIGHT (8) INCHES.

WIDTH
NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.

WASHING
WHEN NECESSARY, WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT–OF–WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CLEAN STONE WHICH DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH, OR WATERCOURSE THROUGH USE OF SAND BAGS, GRAVEL, BOARDS OR OTHER APPROVED METHODS.

MAINTENANCE
THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS–OF–WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USE TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS–OF–WAY MUST BE REMOVED IMMEDIATELY.

CONSTRUCTION ENTRANCE DETAIL

NOT TO SCALE

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03/07/22 10:36am

REV	DATE	STATUS	BY	CHKD	APPD
3	3/7/2022	ISSUED FOR BIDDING	DB	JRP	RLP
2	11/12/2021	REVISED PER DEP BWQ COMMENTS	JRP	RLP	RLP
1	8/18/2021	REVISED PER DEP WATERSHED COMMENTS	JRP	RLP	RLP
0	7/20/2021	DEP STORMWATER APPLICATION	JRP	RLP	RLP

STATE OF MAINE
ROBERT L. PRUE, JR
No. 6092
LICENSED
PROFESSIONAL ENGINEER

DESIGNED BY: JRP/RLP
DRAWN BY: DB
CHECKED BY: RLP
APPROVED BY: RLP
DATE: 7/20/2021

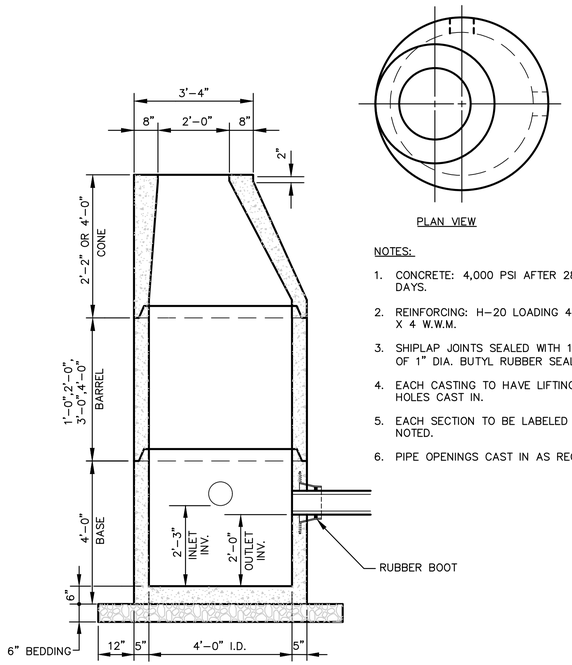
Pine Tree Engineering
53 Front Street
Bath, Maine 04530
Tel: (207) 443-1508
Fax: (207) 442-7029
Civil/Environmental Engineering • Surveying

CLIENT
MAINE DEPARTMENT OF
INLAND FISHERIES AND WILDLIFE
41 STATE HOUSE STATION
AUGUSTA, MAINE 04333

PROJECT
ANNABESSACOOK LAKE
BOATING FACILITY

TITLE
EROSION AND SEDIMENTATION
CONTROL PLAN AND DETAILS

SCALE: AS SHOWN
PROJECT NO. 19010
DRAWING NO. 19010 BL DETAILS
SHT. 15 of 16
REV. 3



PLAN VIEW

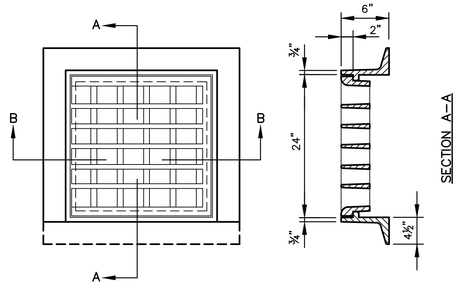
SECTION VIEW

NOTES:

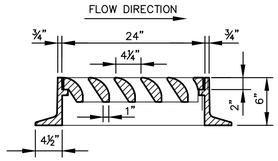
1. CONCRETE: 4,000 PSI AFTER 28 DAYS.
2. REINFORCING: H-20 LOADING 4 X 4/4 X 4 W.W.M.
3. SHIPLAP JOINTS SEALED WITH 1 STRIP OF 1" DIA. BUTYL RUBBER SEALANT.
4. EACH CASTING TO HAVE LIFTING HOLES CAST IN.
5. EACH SECTION TO BE LABELED AS NOTED.
6. PIPE OPENINGS CAST IN AS REQUIRED.

CATCH BASIN – ECCCENTRIC

SCALE: 1/2" = 1'-0"



PLAN



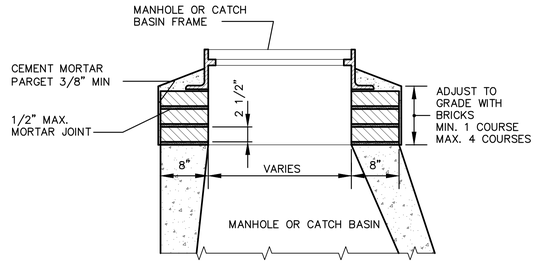
SECTION B-B

NOTES:

1. THE GRATE IS ONLY SHOWN SCHEMATICALLY.
2. A THREE FLANGE FRAME IS TO BE USED WHEN A CURB INLET IS REQUIRED.
3. THE GRATE AS SHOWN IS FOR WATER COMING FROM THE LEFT. TURN THE GRATE 180° FOR A WATER FLOW FROM THE RIGHT.

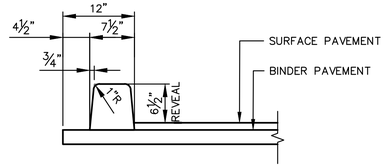
CATCH BASIN FRAME WITH CASCADE TYPE GRATE

SCALE: 1" = 1'-0"



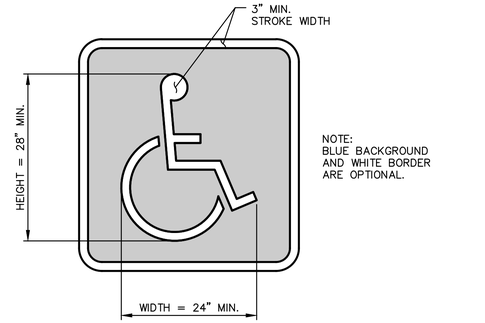
MANHOLE OR CATCH BASIN FRAME INSTALLATION

SCALE: 1" = 1'-0"



SLIPFORM CONCRETE CURB DETAIL

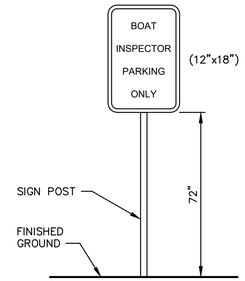
SCALE: 1" = 1'-0"



NOTE:
BLUE BACKGROUND AND WHITE BORDER ARE OPTIONAL.

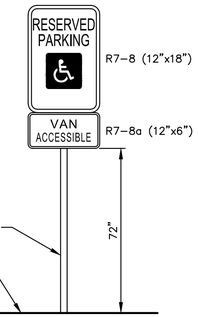
ADA PARKING SPACE MARKING DETAIL

NOT TO SCALE



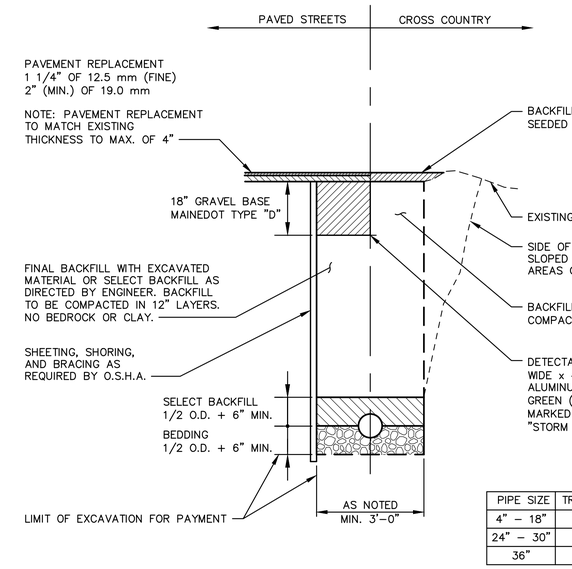
'BOAT INSPECTOR PARKING ONLY' SIGN DETAIL

NOT TO SCALE



ACCESSIBLE PARKING SIGN DETAIL

NOT TO SCALE

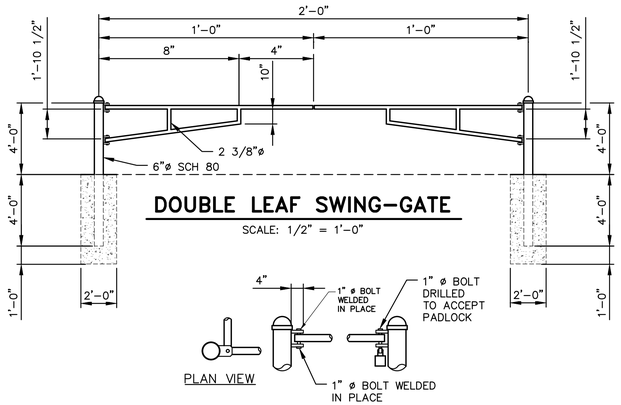


PIPE SIZE	TRENCH WIDTH
4" – 18"	3'–0"
24" – 30"	4'–0"
36"	5'–0"

PVC/HDPE PIPE TYPICAL TRENCH DETAIL

SCALE: 1/2" = 1'-0"

NOTE: PAINT WITH TWO COATS (5 MILS DRY EACH) OF TNEMEC SERIES 66 SAFETY YELLOW

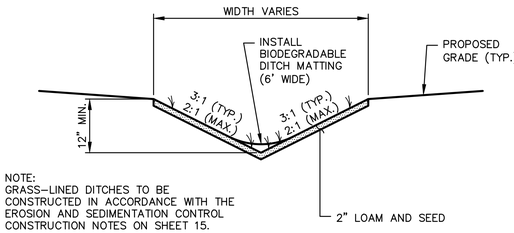


DOUBLE LEAF SWING-GATE

SCALE: 1/2" = 1'-0"

GATE CLOSURE DETAIL

NOT TO SCALE



NOTE:
GRASS-LINED DITCHES TO BE CONSTRUCTED IN ACCORDANCE WITH THE EROSION AND SEDIMENTATION CONTROL CONSTRUCTION NOTES ON SHEET 15.

GRASS-LINED DITCH DETAIL

SCALE: 1/2" = 1'-0"

REV	DATE	STATUS	BY	CHKD	APPD
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MAINE DEPARTMENT OF INLAND FISHERIES AND WILDLIFE
41 STATE HOUSE STATION
AUGUSTA, MAINE 04333

PROJECT
ANNABESSACOOK LAKE BOATING FACILITY

TITLE
DETAILS

SCALE: AS SHOWN
PROJECT NO.: 19010
DRAWING NO.: 19010 BL DETAILS
SHT. 16 of 16
REV. 3

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03/07/22 10:36am