



City of Auburn, Maine

Engineering Department

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

January 11, 2021

Dear Bidder:

The City of Auburn is accepting written proposals for the Auburn Public Works Department's **Sopers Mill Road Culvert Replacement Project**. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the City may determine necessary. The City also reserves to itself the exclusive right to accept any proposal when it is deemed by the City to be in its best interest. The City of Auburn is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. In awarding any proposal, the City may consider, but not be limited to, any of the following factors: Bidder qualifications, price, experience, financial standing with the City, warranties, references, bonding, delivery date, and service of Bidder. Vendors/Contractors shall be current on all amounts due to the City of Auburn prior to the City entering into any contract agreement. All proposals must include FOB to Auburn, Maine unless otherwise specified.

Proposals will not receive consideration unless submitted in accordance with the following instructions to bidders. Please mark sealed envelopes plainly: **"Sopers Mill Road Culvert Replacement-Bid #2021-019."**

Bid packages will be available beginning on Monday, January 11, 2021. Documents can be obtained from the City of Auburn's website: www.auburnmaine.gov/business/bid-notice. Questions regarding this Request for Bids should be directed to the Engineer, Megan McDevitt, Project Manager, Woodard & Curran at mmcdevitt@woodardcurran.com. **A pre-bid meeting will be held on Tuesday, January 19th, 2021, at 2:00pm via web conference.** Bidders must register via email with the Engineer, Megan McDevitt, at mmcdevitt@woodardcurran.com with the subject line "Sopers Mill Road Culvert Replacement Project" to be included on the Bidder's list, receive invite to all web conferences, and be notified of any addenda.

Please submit your proposal to the City of Auburn by 2:00 p.m. **Thursday, January 28th, 2021.** Proposals must be delivered to **Derek Boulanger, Facilities Manager/Purchasing Agent, 60 Court Street, Auburn, Maine 04210** on or before the date and time appointed. No proposals will be accepted after the time and date listed above. Proposals will be opened at 2:00 p.m. on that date and read aloud via a web conference.

Sincerely,

Derek Boulanger
Facilities Manager/Purchasing Agent

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CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall use the enclosed bid form for quotations. Whenever, in bid forms, an article is defined by using a trade name or catalog number, the term "or approved equal", if not inserted, shall be implied.
2. Submit a unit price for each item unless otherwise specified in the bid request. Prices stated are to be "delivered to destination".
3. Bid proposals must be completed in full, in ink and must be signed by firm official. Bid proposal **must be notarized** prior to bid being sealed and will be disqualified if not notarized. Bids may be withdrawn prior to the time set for the official opening
4. Bids will be opened publicly. Bidders or representatives may be present at bid opening.
5. Awards will be made to the lowest responsible bidder, considering the quality of the materials, date of delivery, cost which meets specification and is in the best interest to the City of Auburn.
6. All transportation charges, including expense for freight, transfer express, mail, etc. shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.
7. The terms and cash discounts shall be specified. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance or from date of correct invoice, whichever is later.
8. The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, exemption certificate will be furnished with the Purchase Order when required.
9. No contract may be assigned without the written consent of the Purchasing Director or his designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.
10. Please state "**Sopers Mill Culvert Replacement – Bid # 2021-019**", on submitted, sealed envelope.
11. The City of Auburn reserves the right to waive any formality and technicality in bids whichever is deemed best for the interest of the City of Auburn.

12. All work must be completed from 7:00AM to 7:00PM. All construction activities in-water shall only occur during periods of low flow and during the in-water construction window of **July 15, 2021** to **September 30, 2021**. The final completion date for this project is **December 1, 2021**.
13. Liquidated damages of \$500/calendar day will be assessed on uncompleted work.

GENERAL CONDITIONS

1. Equal Employment Opportunity

The City of Auburn is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, and employee or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry or natural origin, unless based upon a bona-fide occupation qualification. Vendors and contractor or their agents doing business with the City shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the City of Auburn.

2. Save Harmless

The Bidder agrees to protect and save harmless the owner from all costs, expenses or damages that may arise out of alleged infringement of patents of materials used.

3. Subcontracting

The Bidder shall not subcontract any part of the work or materials or assign any monies due it without first obtaining the written consent of the municipality. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

4. Warranty

The Bidder warrants that all work will be of good quality and free from faults and defects, and in conformance with the specifications. All work not so conforming to these standards may be considered defective. The Bidder agrees to be responsible for the acts and omissions of all of its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Bidder.

5. Bonds, Retainage and Payments

A bid bond shall be submitted with appropriate bid forms in the amount of 5% of the total contract value. Also, payment and performance bonds will be required from the contractor who is awarded this contract. Retainage in the amount of 10% will be held from each progress payment and shall be released at the discretion of the Assistant City Engineer. Payments shall be made by the City to the Contractor 30 days after receipt of the request for payment and all supporting materials.

BID PROPOSAL FORM

Due: Thursday, January 28th, 2021

To: City of Auburn
Derek Boulanger, Facilities Manager/Purchasing Agent
60 Court Street
Auburn, ME 04210

The undersigned individual/firm/business guarantees this price for Thirty days (30) from the bid due date. The undersigned submits this proposal without collusion with any other person, individual, or firm or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the City of Auburn, Maine. By signing this bid form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature _____ Name (print) _____

Title _____ Company _____

Address _____

Telephone No. _____ Fax No. _____

Email Address: _____

STATE OF MAINE

_____, SS.

Date: _____

Personally appeared _____ and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said company.

Notary Public _____

Print Name _____

Commission Expires _____

BID FORM

ITEM	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
BASE BID	Sopers Mill Road Culvert Replacement	LS	1		
206.07	Structural Rock Excavation – Drainage & Minor Structures	CY	30		
TOTAL					

Written total amount is: _____

Company Name: _____

Signed by: _____

Title: _____

Print Name: _____

Address: _____

Tel. # _____

Date: _____

Addendum Acknowledged:

_____ Date _____

_____ Date _____

SCOPE OF WORK

The following scope of work is being proposed for the Sopers Mill Culvert Replacement Project for the City of Auburn. The scope of work is a brief overview of the expected extent of work included in this contract. This is only a proposed scope with associated estimated quantities.

Sopers Mill Road Culvert Replacement

- Provide and maintain work zone traffic control including detour signage.
- Provide and maintain temporary erosion and sedimentation controls.
- Provide and maintain temporary stream diversion and water pollution control system.
- Remove and dispose of existing 40-foot long, 54-inch diameter corrugated metal pipe culvert.
- Furnish and install proposed 6'-6" high (interior) by 9'-6" wide (interior) precast concrete culvert with monolithic precast curbs and wingwalls as detailed on the plans. Place streambed material, and large boulders within the culvert to create a stabilized streambank match existing upstream conditions and materials.
- Backfill excavation and provide gravels and bituminous pavement courses as detailed on the plans.
- Regrade and stabilize streambed and banks as shown in the plans.
- Provide new guardrail as shown in the plans.
- Loam, seed and mulch as required to restore all disturbed areas.
- Remove all temporary erosion control and traffic control measures.

SPECIAL PROVISIONS

The following Supplemental Specifications and Special Provisions shall amend the "Maine, Department of Transportation Standard Specifications, **March 2020 Edition**" including any and all applicable revisions and special provisions. In case of conflicts, these Supplemental Specifications (1) and Special Provisions (2) shall take precedence and shall govern.

(1) Supplemental Specifications - modifications, additions and deletions to the existing Standard Specifications.

(2) Special Provisions - specifications in the contract which are for additional items not covered in the Standard Specifications

F-1 Work Hours

No work shall proceed on this project prior to the hour of 7:00 AM or after 7:00 PM (prevailing time) on any working day unless the City has granted prior approval. The definition of work for this specification shall include starting or moving of equipment, machinery, or materials. Any day worked for four hours or more will be considered a full working day.

F-2 Notification of Residents

Residents shall be notified sufficiently in advance of any construction affecting the driveway and sidewalk to allow adequate time for their removal of personal vehicles. Locations of cuts for drive access affecting individual residents shall be brought to their attention.

F-3 Traffic Signs

All existing traffic signs, which are to be removed during construction, shall be dismantled and the posts removed and shall be stacked in an area approved by the Engineer. Contractor shall protect the signs from damage while in their possession and shall repair, at no additional cost to the City, any damages caused by their operations.

Stop signs are to be maintained at their original locations at all times during the work.

Prior to the start of any construction work, the Contractor shall prepare an acceptable inventory of all signs within the project limits which shall be used as a guide for replacement should signs be removed for construction purposes.

This work shall be considered as subsidiary obligation of the contract for which no special payment will be made.

F-4 Protection of Trees

The Contractor shall be responsible for the preservation of all trees on the project, which are not specified to be removed. Any trees damaged by the Contractor's operations shall be repaired as approved by tree dressing or paint in accordance with the appropriate provisions of Section 201 of Standard Specifications.

F-5 Maintenance and Protection of Traffic

The Contractor shall be responsible for the maintenance and protection of all vehicular and pedestrian traffic at all times during construction and shall erect suitable warning signs, flashing barriers or temporary lighting devices of sufficient size and number to afford protection to the traveling public in accordance with the most recent edition of "Manual on Uniform Traffic Control Devices for Streets Highways" published by the Department of Transportation of the Federal Highway Administration.

The Contractor shall be held responsible for all damage to the work due to any failure of the warning devices to properly protect the work from the traffic, pedestrians or other causes. Traffic control shall be in accordance with the City of Auburn's Traffic Detail Policy effective April 1, 2006.

F-5A Materials

Materials shall meet the requirements specified for the various subsections of the Specifications. Equals shall be approved only prior to the bid opening.

F-6 Survey

The City of Auburn, Department of Public Works will establish, at their discretion, a benchmark location and one construction baseline. The Contractor shall be responsible for maintaining these controls during construction and providing all additional survey required, which shall be done by a competent Engineer or Surveyor.

F-7 Waste Areas

The disposal of waste and surplus material shall be as outlined in Section 203.06 - Waste Areas of the Supplemental Specifications.

F-8 Occupational Safety and Health

The Contractor is hereby advised that all work to be furnished to the City shall be performed with equipment, methods, and use of personnel in conformance with the pertinent Occupational

Safety and Health Act requirements of the State of Maine and with the regulations for construction as specified by the Department of Labor and Occupational Safety and Health Administration (OSHA) as currently amended.

F-9 Pre-Construction Conference

A conference will be held at 60 Court Street, Auburn, Maine within ten (10) days after the awarding of the contract. At this time, the contractor will be required to submit a graphically illustrated schedule and a plan showing project activities. City officials and representatives of the various utility companies involved in the project will be present at this meeting.

It is the purpose of this meeting to inform the various agencies of the proposed work schedule, and to give them the opportunity of discussing any difficulties and of offering suggestions to the Contractor concerning his proposed schedule in order that full cooperation may be reached.

F-10 Schedule of Operations

The above-mentioned schedule of operations in Section F-9 shall consist of a bar chart detailing the activities included in the contract. Although a bar chart is acceptable as a minimum, more complex and detailed schedules (i.e., flow charts, critical paths, etc.) are encouraged and will be accepted by the City. Updates will be required.

F-11 Questions Regarding Plans and Documents

Questions from prospective bidders relative to this Contract shall be submitted no later than five days before bid opening and directed to:

Megan McDevitt, P.E.
Project Manager
Woodard & Curran
mmcdevitt@woodardcurran.com

F-12 Record Drawings

The Contractor shall keep daily records of all changes in the work and records of underground infrastructure. Upon completion of the project, the Contractor shall deliver to the Engineer copies of daily records. Final payment will not be made until Engineering receives copies of daily records.

F-13 Waste Material

All waste material shall be removed from the site and the area left clean upon completion of work. Any equipment or structures damaged by the Contractor shall be repaired or replaced at no additional cost to the City.

F-14 Quality Assurance

The Contractor shall be responsible at all times for maintaining top quality assurance during performance of his work.

F-15 Bids

No bids shall be withdrawn within a period of sixty -(60)- days after the opening of the bids.

F-16 Aggregate Base Courses

All gravel products shall meet MDOT specifications and shall also be produced from quarry rock.

F – 17 Sawcut Joints

Joints created by sawcutting shall be protected prior to paving. Damaged joints will be cut back at no additional cost to the City.

F- 18 Change Orders

Changes in the scope of work will be approved by the City Engineer or Assistant City Engineer and adjusted by Change Orders.

F-19 Permit Approvals

Contractor shall comply with all requirements of the Department of the Army Maine General Permit NAE-2020-00667, attached in the Appendix A.

**SUPPLEMENTAL SPECIFICATIONS
SECTION 100 - GENERAL PROVISIONS**

1. SCOPE

The work covered by this section includes furnishing all labor, equipment, materials, incidentals, and the performing of all operations in connection with the work encompassed by these contract documents. All work shall be subject to the terms and conditions of the contract documents.

2. STANDARD SPECIFICATIONS

The City of Auburn, Maine has adopted for this project, the "State of Maine, Department of Transportation, Standard Specifications, **March 2020 Edition**", and the Standard Details (March 2020 and the following Supplemental Specifications including all current additions or modifications thereof. In the case of conflict with the following Supplemental Specifications, addenda shall take precedence and shall govern.

Wherever in the Specifications and in this Contract the term "Department", "the Department of Transportation", "MDOT", or any reference to the "State of Maine, Department of Transportation" or its "Engineers" is mentioned, the intent and meaning shall be interpreted to refer to the CITY OF AUBURN, MAINE, or their authorized representative.

SUPPLEMENTAL SPECIFICATIONS
SECTION 108 – PAYMENT

The provisions of Section 108 of the Standard Specifications shall apply with the following additions:

108.1 Measurement of Quantities for Payment:

A. Work under this Contract will be paid for as defined within this section and in accordance with the Payment Terms outlined in the Agreement. References in Division 100 through Division 700 of the State of Maine Department of Transportation Standard Specifications to "method of measurement" and "basis of payment" should be disregarded, unless noted otherwise.

B. Scope: This section describes the measurement and payment for the Work to be completed under each item in the Bid. Work as defined in the State of Maine Department of Transportation Standard Specifications, is all labor, services, personnel, materials, equipment, tools, supplies, and incidentals required or indicated by the Contract in Conformity with the same. All Work not specifically identified in the description of bid items shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included in the prices bid.

C. Payment Procedures are described in Article 5 of the Agreement.

1.08.2 Progress Payments:

A. Schedule of Values: Within ten (10) working days of the date of the Contract Award, submit a detailed schedule of value for all items listed within the Bid Form. The detail shall be sufficient for City to estimate the amount of work performed to make Progress Payments, consistent with Section 108 of the Maine Department of Transportation Standard Specifications.

1.08.10 Description of Bid Items:

A. Item: Base Bid – Sopers Mill Road Culvert Replacement

1. Payment: Lump sum price as stated in the bid form.
2. Measurement: Determine percentage of work completed to date relative to total work as shown on Contract Plans.
3. Includes all costs, materials, and labor associated with the replacement of the existing culvert located beneath Sopers Mill Road, including but not limited to mobilization and demobilization; work zone traffic control; site preparation; temporary erosion and sedimentation control measures; brook flow control and bypass pumping; sawcut and removal of bituminous pavement; excavation; demolition of existing culvert; providing precast concrete box culvert with monolithic curbs and wingwalls;

construction of stabilized streambed within culvert; backfill & compaction; stream and bank restoration; furnishing and installation of guardrails; provision and compaction of aggregate base and subbase gravels; placement and compaction of bituminous pavement; and installation of loam and seed as required to restore disturbed areas as shown and described within the Contract Documents.

B. MDOT Item: 206.07 – Structural Rock Excavation – Drainage & Minor Structures

1. Refer to Supplemental Section 206

SUPPLEMENTAL SPECIFICATIONS
SECTION 202 - REMOVING OF STRUCTURES AND OBSTRUCTIONS

The provisions of Section 202 of the Standard Specifications shall apply with the following additions and modifications:

202.01 Description

This work shall consist of the removal (milling, grinding or planing) of the surface of the bituminous concrete pavement to the depth, width, grade and cross sections as directed by the Engineer.

202.061 Removing material

The equipment for removing the bituminous surface shall be a power operating planing machine or grinder capable of removing the bituminous concrete pavement to the required depth. The equipment shall be capable of accurately establishing profile grade by referencing from either the existing paving or from an independent grade control and shall have a positive means for removing excess material from the surface and for preventing accidents from flying material in compliance with Appendix A IIV. Safety: Accident Prevention, of the Standard Specification. Pavement millings shall become the property of the contractor and shall be disposed of in an approved location

202.08 Basis of Payment

Payment for this work shall be included in the Base Bid Item.

SUPPLEMENTAL SPECIFICATIONS
SECTION 206 – STRUCTURAL EXCAVATION

The provisions of Section 206 of the Standard Specifications shall apply with the following additions and modifications.

206.01 Description

For Structural Rock Excavation, pay limits for rock excavation in trenches shall be limited to the width and depth dimensions indicated on the details.

206.19 Basis of payment

The accepted quantity of Structural Rock Excavation – Drainage Structures will be paid for at the contract unit price per cubic yard which price will be full compensation for removing and hauling the material.

Pay Item		Pay Unit
206.07	Structural Rock Excavation – Drainage & Minor Structures	Cubic Yard

SUPPLEMENTAL SPECIFICATIONS
SECTION 304 – AGGREGATE BASE COURSE

The provisions of Section 304 of the Standard Specifications shall apply with the following additions and modifications.

304.01 Description

Aggregate Base Course Type B material **shall** be a crushed product sourced from a quarry. This surface shall be graded with 2.5% slopes in a normal crowned cross section unless otherwise directed.

Dust Control. The Contractor shall employ dust control measures to minimize the creation of airborne dust during the construction process. As a minimum, standard dust control techniques shall be employed where heavy equipment and the public will be traveling. These may include techniques such as watering-down the site or spreading hygroscopic salts.

304.07 Basis of Payment

Payment for this work shall be included in the Base Bid Item

SUPPLEMENTAL SPECIFICATIONS
SECTION 403 - HOT BITUMINOUS PAVEMENT

The provisions of Section 403 of the Standard Specifications shall apply with the following additions and modifications.

403.01 Description

This work shall include machine placing HMA as indicated in the Scope of Work. Materials and their use shall conform to the requirements of all related and applicable sections of this contract. HMA shall be placed and compacted with a minimum of two lifts where the total thickness of pavement to be placed exceeds 2".

403.05 Basis of Payment

Payment for this work shall be included in the Base Bid Item

SUPPLEMENTAL SPECIFICATIONS
SECTION 534 – PRECAST STRUCTURAL CONCRETE

The provisions of Section 534 of the Standard Specifications shall apply with the following additions and modifications.

534.01 Description

Provide a precast concrete box structure with interior dimensions of 6.5-foot high (interior), 9.5-foot wide (interior) and approximately 40-foot in length and associated monolithic concrete curbs and wingwalls as shown in the plans.

Segmental or clamshell box culverts sections are acceptable.

534.22 Basis of Payment

Payment for this work shall be included in the Base Bid Item.

SUPPLEMENTAL SPECIFICATIONS
SECTION 606 – GUARDRAIL

The provisions of Section 606 of the Standard Specifications shall apply with the following additions and modifications.

606.01 Description

Guardrail work shall include the installation of guardrail located in the plans, including guardrail terminal buffer wings.

606.09 Basis of Payment

Payment for this work shall be included in the Base Bid Item

SUPPLEMENTAL SPECIFICATIONS
SECTION 610 – RIPRAP

The provisions of Section 610 of the Standard Specifications shall apply with the following additions and modifications.

610.01 Description

This work shall consist of constructing a protective covering of stone within the limits of existing riprap slope stabilization and in disturbed areas with slopes greater than 2:1 as shown on the plans. Riprap shall be angular particles between 3" and 12" with 50% being greater than 6". A non-woven geotextile shall be placed under riprap.

610.06 Basis of Payment

Payment for this work shall be included in the Base Bid Item

**SUPPLEMENTAL SPECIFICATIONS
SECTION 615 - LOAM**

615.01 Description

This work shall consist of loaming and seeding areas adjacent to existing lawn areas or any disturbed areas not specified with a different surface finish. Loam and its applications shall conform to the requirements of Section 615 of the Standard Specifications. Loam shall have a finished depth of four (4") inches and shall be screened through a one (1") inch square mesh screen. **Loam areas shall be rolled (compacted) prior to placement of seed and mulch.**

Seeding shall be Method Number 1 and shall conform to the requirements of Section 618 of the Standard Specifications. The Contractor shall be required to continually seed area of loam and seed until a satisfactory growth of grass is established. If so required, all areas to be loamed and seeded shall be mulched with an approved wood cellulose fiber compatible with recommended hydro-seeding practices. This mulch shall be applied simultaneously with the seed and shall be of sufficient quantity to protect the seed and hold moisture in to insure a satisfactory growth of grass.

The specifications for the wood cellulose fiber proposed to be used shall be presented to the Engineer for acceptance at least ten (10) days (working days) prior to the application thereof.

The Contractor shall also be responsible for mowing any and all areas loamed and seeded. The mowings will be required if deemed necessary to insure and maintain a satisfactory growth of grass and shall not exceed two mowings.

615.02 Materials

After a sample of loam has been submitted to the Engineer, he may require that a sample be submitted to a testing agency to determine its organic content, characteristics, and potential use as loam suited to the site.

615.06 - Basis of Payment

Payment for this work shall be included in the Base Bid Item

SUPPLEMENTAL SPECIFICATIONS
SECTION 620 – GEOTEXTILES

The provisions of Section 620 of the Standard Specifications shall apply with the following additions and modifications.

620.02 Materials

Nonwoven geotextile fabric to be used on this project for slope stabilization under riprap shall be Mirafi 160N or approved equal. The geotextile fabric shall be placed on the graded and compacted embankments as shown in the plans. Riprap shall be placed and care shall be taken as to not disturb the fabric layer.

620.10 Basis of Payment

Payment for this work shall be included in the Base Bid Item

SUPPLEMENTAL SPECIFICATIONS
SECTION 652 – MAINTENANCE OF TRAFFIC

The provisions of Section 652 of the Standard Specifications shall apply with the following additions and modifications.

652.03.6 Traffic Control

The Contractor shall maintain alternating one-way traffic or establish a detour around the project site for the duration of construction. Access must be maintained to all local properties and residences at all times. The Contractor shall maintain signage for the duration of the project and remove when complete.

The Contractor must submit a written Traffic Control Plan, identifying proposed construction signage, barrels, cones, barriers, and all other items necessary to maintain traffic in accordance with the specifications and the MUTCD, prior to the Preconstruction Meeting to the City Engineer for approval.

652.08 Basis of Payment

Payment for this work shall be included in the Base Bid Item

SUPPLEMENTAL SPECIFICATIONS
SECTION 656 – TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

The provisions of Section 656 of the Standard Specifications shall apply with the following additions and modifications.

656.01 Description

Contractor shall comply with all requirements of the Department of the Army Maine General Permit NAE-2020-00667, attached in the Appendix A.

656.05 Basis of Payment

Payment for this work shall be included in the Base Bid Item.

SUPPLEMENTAL SPECIFICATIONS
SECTION 659 – MOBILIZATION

The provisions of Section 659 of the Standard Specifications shall apply with the following additions and modifications.

659.01 Description

This item shall consist of preparatory work and operations including, but not limited to those necessary to the movement of personnel, equipment, supplies and incidentals to the project site; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

659.02 Basis of payment

Payment for this work shall be included in the Base Bid Item.

BID BOND

KNOW ALL BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as OWNER in the penal sum of _____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2021.

The Condition of the above obligation is such that whereas the principal has submitted to _____ a certain BID,

attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) 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 his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials 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 all 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 obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

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 forth above.

Principal (L.S)

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SAMPLE AGREEMENT

THIS AGREEMENT is made this ### day of Month Year, by and between the CITY OF AUBURN, a municipal corporation existing under the laws of the State of Maine and located in the County of Androscoggin, State of Maine (hereinafter "CITY"), Company Name, Address, EIN, (hereinafter "CONTRACTOR"),

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, the CITY and the CONTRACTOR agree as follows:

SPECIFICATIONS:

1. The CONTRACTOR shall furnish all of the material and perform all of the work shown on the drawings and described in the specifications entitled: Bid # XXXXX Bid Title which are attached hereto and made a part hereof, and the CONTRACTOR covenants that they shall do everything required by this Agreement, the Special Provisions of the Agreement, the Invitation to Bid and the Specifications in return for payment as provided herein.

COMPLETION DATE:

2. The work to be performed under this Agreement shall be commenced by Month day, year and fully completed on or before Month day, year.

CONTRACT PRICE:

3. The CITY shall pay the CONTRACTOR for the performance of the Agreement the sum of \$XXX

PERFORMANCE BOND:

4. If required by the City, the CONTRACTOR shall furnish to the CITY at the time of the execution of this Agreement a performance bond and a labor and material payment bond each in the amount of \$Dollar amount or N/A (whichever applies) executed by a surety company satisfactory to the CITY, guaranteeing the performance and payment by the CONTRACTOR. Yes, Required (Initials: __) No, Waived (Initials __)

GUARANTEE:

5. The CONTRACTOR shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the CITY's written acceptance of the project.

PERMITS AND LICENSES:

6. Permits and licenses necessary for the prosecution of the work shall be secured and paid by the CONTRACTOR.

CITY'S RIGHT TO TERMINATE CONTRACT:

7. If the CONTRACTOR should be adjudged a bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, and ordinances, or otherwise be guilty of a substantial violation of any provision of the Agreement, then the CITY when sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the CONTRACTOR, and its surety, seven (7) days written notice, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Agreement price shall exceed the expense of the finishing the work, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the CITY.

CONTRACTOR'S LIABILITY INSURANCE:

8. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY, nor shall the CONTRACTOR allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. It is a requirement that the CITY be named as an Additional Insured on the General Liability and Automobile Liability policies.

Commercial General Liability to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

(b) Business Automobile Liability

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractors to maintain business automobile liability insurance covering all owned non-owned, leased, rented or hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
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Automobile physical damage coverage shall be at the option of the CONTRACTOR, all sub-contractors and lower tier contractors. The CITY shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

Workers' Compensation Insurance

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractor's to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$100,000/\$500,000/\$100,000

Professional Liability

If the CONTRACTOR is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific.

It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

Certificates of Insurance of the types and in the amounts required shall be delivered to the CITY prior to the commencement of any work by the CONTRACTOR, subcontractor or lower tier contractor or any person or entity working at the direction or under control of the CONTRACTOR. The CONTRACTOR shall assume the obligation and responsibility to confirm insurance coverage for all sub-contractors or lower tier contractors who will participate in the project.

The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the CITY of cancellation, non-renewal or material change in coverage or form.

The CONTRACTOR and their surety shall indemnify and save harmless the CITY, his officers and employees from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the said CONTRACTOR; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in construction of the work; or because of any act or omission, neglect, or misconduct of said CONTRACTOR; or because of any claims or amounts recovered from any infringements or patent trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act" or of any other law, ordinance, order or decree; and so much of the money due to the said CONTRACTOR under and by virtue of his/her contract as shall be considered necessary by the CITY for such purpose, may be retained; or in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the CITY.

Waiver of Subrogation

Payment of any claim or suit including any expenses incurred in connection therewith by the CITY, or any insurance company on behalf of the CITY shall not constitute a waiver of subrogation against the CONTRACTOR, sub-contractors or any lower tier contractor in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the CONTRACTOR, any sub-contractors or lower tier contractors.

Construction Agreement

The CONTRACTOR shall and does hereby agree to indemnify, save harmless and defend the CITY from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property, caused by the CONTRACTOR, its employees, agents or sub-contractors or in any way attributable to the performance and execution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and suppliers, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorney's fees, costs of investigation and defense. It is the intention of this paragraph to hold the CONTRACTOR responsible for the payment of any and all claims, suits, or liens, of any nature character in any way attributable to or asserted against the CITY, or the CITY and the CONTRACTOR, which the City may be required to pay. In the event the liability of the CONTRACTOR shall arise by reason of the sole negligence of the CITY and/or the sole negligence of the CITY's agents, servants or employees, then and only then, the CONTRACTOR shall not be liable under the provisions of this paragraph.

DAMAGES:

9.The CONTRACTOR shall defend, indemnify and save harmless the CITY and all persons acting for or in behalf of it against all claims for injuries (including death), loss or damage, arising out of the performance out this contract.

LIENS:

10. Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR, if required, shall deliver to the CITY a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the CONTRACTOR may, if any SUB-CONTRACTOR refuses to furnish a release or receipt in full, furnish a bond satisfactory to the CITY to indemnify it against any lien. If any lien remains unsatisfied after all payment are made, the CONTRACTOR shall refund to the CITY all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ASSIGNMENT:

11. Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due or to become due to it hereunder, without the previous written consent of the CITY.

SUBCONTRACTS:

12. The CONTRACTOR shall not sublet any part of this Agreement without the written permission of the CITY. The CONTRACTOR agrees that it is as fully responsible to the CITY for the acts and omissions of its SUB-CONTRACTORS and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

USE OF PREMISES:

13. The CONTRACTOR shall confine its apparatus, the storage of materials and operations of its workers to limits indicated by law, ordinance and permits and shall not otherwise unreasonably encumber the premises with its materials. If any part of the project is completed and ready for use, the CITY may, by written and mutual consent, without prejudice to any of its rights or the rights of the CONTRACTOR, enter in and make use of such completed parts of the project. Such use or occupancy shall in no case be construed as an acceptance of any work or materials.

CLEANING UP:

14. The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the project, and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, the CITY may remove the rubbish and charge the cost to the CONTRACTOR.

PAYMENTS:

15. Unless otherwise agreed to, the CITY shall make payments on account of the Agreement as follows:

Within 30 days, as invoices are submitted for work completed to the satisfaction of the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

BY: _____
Witness

BY: _____
Finance Director

BY: _____
Witness

BY: _____
Contractor

APPENDIX A: DEPARTMENT OF THE ARMY MAINE GENERAL PERMIT



REPLY TO ATTENTION OF

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

MAINE GENERAL PERMITS (GPs)
AUTHORIZATION LETTER AND SCREENING SUMMARY

CITY OF AUBURN
ANTHONY BEAULIEU
60 COURT STREET
AUBURN, ME 04210

CORPS PERMIT # NAE-2020-00667
CORPS GP(s)# 22
STATE ID# PBR

DESCRIPTION OF WORK:

To place temporary and permanent fill below the ordinary high mark of Unnamed Tributary to Androscoggin River and in adjacent freshwater wetland at 44.018396, -70.211356 on Sopers Mill Road in Auburn, Maine to replace 54in. culvert with a 9.5ft. embedded 2ft. box culvert. The project will result in approximately 439sf of permanent and 2122.9sf of temporary streambed impact and 84sf of permanent wetland impact. This work is shown on the plans entitled "City of Auburn, Androscoggin County, Sopers Mill Road Culvert Replacement" shown on 8 sheets dated "November 2020", "Water Control: Cofferdam, Pump and Dewatering Discharge Sediment Control Device Placement" shown on one sheet dated "February 2020", and "Sopers Mill Culvert Replacement Impact Plan" shown on one sheet undated.

CONDITIONS: SEE ATTACHED SHEET

LAT/LONG COORDINATES : 44.018396 N -70.211356 W USGS QUAD: LEWISTON, MAINE

I. CORPS DETERMINATION:

Based on our review of the information you provided, we have determined that your project will have only minimal individual and cumulative impacts on waters and wetlands of the United States. Your work is therefore authorized by the U.S. Army Corps of Engineers under the Federal Permit, the Maine General Permits which can be found at: https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/ Accordingly, we do not plan to take any further action on this project.

You must perform the activity authorized herein in compliance with all the terms and conditions of the GP(s) [including any attached Additional Conditions and any conditions placed on the State 401 Water Quality Certification including any required mitigation]. Please review the GP(s) carefully, including the GP(s) conditions beginning on page 5, to familiarize yourself with its contents. You are responsible for complying with all of the GP(s) requirements; therefore you should be certain that whoever does the work fully understands all of the conditions. You may wish to discuss the conditions of this authorization with your contractor to ensure the contractor can accomplish the work in a manner that conforms to all requirements.

If you change the plans or construction methods for work within our jurisdiction, please contact us immediately to discuss modification of this authorization. This office must approve any changes before you undertake them.

Condition 38 of the GP (page 18) provides one year for completion of work that has commenced or is under contract to commence prior to the expiration of the GP(s) on October 14, 2025. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 14, 2026.

This authorization presumes the work shown on your plans noted above is in waters of the U.S. Should you desire to appeal our jurisdiction, please submit a request for an approved jurisdictional determination in writing to the undersigned.

No work may be started unless and until all other required local, State and Federal licenses and permits have been obtained. This includes but is not limited to a Flood Hazard Development Permit issued by the town if necessary.

II. STATE ACTIONS: PENDING [X], ISSUED [], DENIED [] DATE _____

APPLICATION TYPE: PBR: X TIER 1: TIER 2: TIER 3: INDIV LURC: DMR LEASE: NA:

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: March 12, 2020 LEVEL OF REVIEW: Self-Verification: Pre-Construction Notification: X

AUTHORITY (Based on a review of plans and/or State/Federal applications): SEC 10, 404 X 10/404, 103

EXCLUSIONS: The exclusionary criteria identified in the general permit do not apply to this project.

FEDERAL RESOURCE AGENCY OBJECTIONS: EPA NO, USF&WS NO, NMFS NO

If you have any questions on this matter, please contact my staff at 207-623-8367 at our Augusta, Maine Project Office. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at http://per2.nwp.usace.army.mil/survey.html

STUKAS.HEATHER.1573477649 Digitally signed by STUKAS.HEATHER.1573477649 Date: 2020.11.25 13:08:47 -05'00'

HEATHER S. STUKAS
PROJECT MANAGER
MAINE PROJECT OFFICE

HICKS.MICHAEL.CHARLES.1105343678 Digitally signed by HICKS.MICHAEL.CHARLES.1105343678 Date: 2020.11.30 13:40:10 -05'00'

FRANK J. DEL GIUDICE
CHIEF, PERMITS & ENFORCEMENT BRANCH
REGULATORY DIVISION



**US Army Corps
of Engineers**[®]
New England District

**PLEASE NOTE THE FOLLOWING
GENERAL & SPECIAL CONDITIONS FOR
DEPARTMENT OF THE ARMY
GENERAL PERMIT 22
NO. NAE-2020-00667**

GENERAL CONDITIONS

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.

SPECIAL CONDITIONS

1. The permittee and contractor shall comply with all terms and conditions of this permit and with the permittee's final construction plan(s) entitled “City of Auburn, Androscoggin County, Sopers Mill Road Culvert Replacement” shown on 8 sheets dated “November 2020”, “Water Control: Cofferdam, Pump and Dewatering Discharge Sediment Control Device Placement” shown on one sheet dated “February 2020”, and “Sopers Mill Culvert Replacement Impact Plan” shown on one sheet undated. Modifications to the approved plan may require re-initiation of Endangered Species Act Section 7 consultation between the US Fish & Wildlife Service Maine Field Office and the U.S. Army Corps of Engineers, therefore, should not be implemented without first contacting the US Fish & Wildlife Service Maine Field Office (Wende Mahaney 207-902-1569) and the Corps and receiving approval to proceed.

2. The permittee shall minimize vegetation clearing adjacent to the stream to the maximum extent practicable. Cutting of trees and shrubs, where necessary, shall occur at ground level, leaving the root stock in place, to facilitate soil stabilization, reduce post construction erosion, and promote regrowth. Areas of disturbed soil adjacent to the waterways will be stabilized and re-vegetated with a native conservation seed mix appropriate for riparian areas in Maine. If, due to the lateness of the season such seed mix is not likely to take root sufficiently well enough to stabilize the banks, protection against erosion will be provided by geotextile in combination with staked hay bales and additional rip-rap as needed. Geotextile, hay bales, and excessive riprap is to be removed once vegetation can be established in the following growing season.

3. No temporary fill (e.g., access roads, cofferdams) may be placed in waters or wetlands unless specifically authorized by this permit. If temporary fill is used, it shall be disposed of at an upland site and suitably contained to prevent its subsequent erosion into a water of the U.S., and the area shall be restored to its original contours (but not higher) and character upon completion of the project. During use, such temporary fill must be stabilized to prevent erosion or, in the case fill placed in flowing water (rivers or streams), clean washed stone should be used.

4. All in-stream or near stream operations will cease under high flow conditions that may inundate the project area, except as necessary to avoid or minimize resource damage.

5. Except where stated otherwise, reports, drawings, correspondence and any other submittals required by this permit shall be marked with the words "Permit No. NAE-2020-00667" and shall be addressed to "Inspection Section, CENAE-R, U.S. Army Corps of Engineers, 696 Virginia Road, Concord, MA 01742-2751." Documents which are not marked and addressed in this manner may not reach their intended destination and do not comply with the requirements of this permit.

**PERMIT SPECIAL CONDITIONS RESULTING FROM THE
ENDANGERED SPECIES ACT SECTION 7
PROGRAMMATIC CONSULTATION PACKAGE & BIOLOGICAL OPINION FOR
STREAM CONNECTIVITY RESTORATION ACTIVITIES TO BENEFIT ATLANTIC SALMON RECOVERY IN MAINE
DATED "SEPTEMBER 26, 2017"**

1. In-Water Work Window

All construction activities at or below the ordinary high water mark (OHWM) shall only occur during periods of low flow and during the in-water construction window of July 15 to September 30. Work above the OHWM may occur outside the in-water work window. Any request for an in-water work window extension past September 30 is not guaranteed. Any in-water work after September 30 shall not occur without coordination between and written approval from the Corps and the U.S. Fish & Wildlife Service (USFWS).

2. Soil Erosion and Water Pollution Control Plan (SEWPCP)

No intentional pollutant discharges of any sort are permitted in association with construction activities. An SEWPCP, designed to avoid and minimize the effects of erosion and pollution on aquatic organisms and habitats, will include at least the following components:

- A. Project Contact - Identify a project contact (name, phone number and address) who will be responsible for implementing the SEWPCP.
- B. Schedule and sequence of all activities involving soil disturbance.
- C. Emergency storm response procedures including a list of materials which will be kept on-site to handle emergencies, and procedures for corrective actions. Work shall cease under high flows, except for efforts to avoid or minimize resource damage.
- D. Type and location of all temporary erosion and sedimentation control measures.
- E. Mulching type, thickness of mulch, and frequency of application for disturbed earth areas.
- F. Location and frequency of temporary seeding.
- G. Dust control procedures for staging areas, stockpile areas, haul roads, and any other areas.
- H. Location and method of temporary sedimentation control at inlets and outlets of existing and proposed catch basins and at outlet areas.
- I. Description of all in-water work, including the timing of work, temporary stream diversions and the types, location, and size of cofferdams; no uncured concrete or form materials will be allowed to enter the active stream channel.
- J. Description of the design and location of any sedimentation basins for dewatering the cofferdams, including alternative plans when the sedimentation basin overflows.
- K. Inspection and maintenance schedules for all erosion and sedimentation control measures, temporary and permanent, including the method, frequency, and disposal location of sediment removed.
- L. Procedures and schedule for removal of all temporary erosion and sedimentation control measures.

- M. Procedures to confine, remove, and dispose of construction waste, including every type of debris, discharge water, concrete, cement, grout, washout facility, welding slag, petroleum product, or other hazardous materials generated, used, or stored on-site.
- N. **Spill Prevention Control and Containment Plan (SPCCP)** – The contractor will be required to have a written SPCCP, which provides emergency information, response information and describes measures to prevent or reduce impacts from potential spills (fuel, hydraulic fluid, etc.). The SPCCP shall contain a description of the hazardous materials that will be used including inventory, stockpile, handling and monitoring.
 - a) All vehicles carrying fuel shall have specific equipment and materials needed to contain or clean up any incidental spills at the project site. Equipment and materials include, but are not limited to, spill kits appropriately sized for specific quantities of fuel, absorbent pads, shovels, straw bales, containment structures and liners, and booms.
 - b) During use, all pumps and generators shall have appropriate spill containment structures and/or absorbent pads in place.
 - c) Fuel shall be stored on an impervious surface at least 100 feet from streams, such as a plastic tarp, to minimize ground contamination and aid in cleanup should a spill occur.
 - d) Temporarily store any waste liquids generated at the staging areas under cover on an impervious surface, such as tarpaulins, until such time they can be properly transported to and treated at an approved facility for treatment of hazardous materials.

3. Site Preparation

Flagging Sensitive Areas – Prior to construction, flag critical riparian vegetation areas, wetlands, and other sensitive sites to minimize ground disturbance.

- A. **Staging Area** – Staging areas established for the storage of vehicles, equipment, and fuels shall be located outside of the 100-year floodplain and shall be a distance greater than 100 feet from streams and 200 feet from groundwater wells or 400 feet from public wells.
- B. **Temporary Erosion Controls** – Adhering to best management practices (BMPs) used by the MDOT (*MaineDOT, Best Management Practices for Erosion and Sedimentation Control, February 2008*), place sediment barriers prior to construction around sites where erosion may enter the stream directly or through road ditches. Temporary erosion controls will be in place before any significant alteration of the project site and will be removed once the site has been stabilized following completion of construction activities.
- C. **Clearing and Grubbing** – Minimize vegetation clearing adjacent to the stream and elsewhere to the maximum extent practicable. Cutting of trees and shrubs, where necessary, shall occur at ground level, leaving the root stock in place, to facilitate soil stabilization, reduce post construction erosion, and promote regrowth..
- D. **Stockpile Materials** – During excavation, large wood, topsoil, and native channel material displaced by construction shall be stockpiled for later use during site restoration at a location above the bankfull elevation where it cannot reenter the stream. Materials needed to meet large wood objectives or for stream channel restoration (e.g., large wood, boulders, etc.) may be staged within the 100-year floodplain.

4. Heavy Equipment Use

- A. **Choice of Equipment** – Heavy equipment shall be commensurate with the project and operated in a manner that minimizes adverse effects to the environment (e.g., minimally-sized, low pressure tires, minimal hard turn paths for tracked vehicles, temporary mats or plates within wet areas or sensitive soils).
- B. **Fueling, Cleaning and Inspection for Petroleum Products and Invasive Weeds**
 - a) All equipment used for instream work shall be cleaned of petroleum accumulations, dirt, plant material (to prevent the spread of noxious weeds); and any leaks will be repaired prior to entering the project area. Such equipment includes large machinery, stationary power equipment (e.g. generators) and gas-powered equipment with tanks larger than five gallons.

Equipment used for instream or riparian work shall be fueled and serviced within the established staging area. When not in use, vehicles shall be stored within the staging area.

- b) Inspect equipment daily for fluid leaks before leaving the vehicle staging area for operation.
 - c) Thoroughly clean equipment before operation below the OHWM or within 50 feet of any natural water body or areas that drain directly to streams or wetlands and as often as necessary during operation to remain grease free.
 - d) Contaminated soil shall be disposed of as soon as possible in accordance with State and Federal regulations.
- C. Temporary Access Roads** – Existing roadways or travel paths shall be used whenever possible. Minimize the number of temporary access roads to lessen soil disturbance and compaction and impacts to vegetation. Temporary access roads shall not be built on slopes where grade, soil, or other features suggest a likelihood of excessive erosion or failure. Temporary access roads shall be removed and revegetated after construction is completed. Temporary roads in wet or flooded areas shall be restored by the end of the applicable in-water work period. Construction of new permanent roads for construction access is not permitted.
- D. Stream Crossings** – To minimize turbidity, sedimentation and injury to Atlantic salmon, all stream crossings by construction equipment shall be within the dewatered area unless specifically authorized under this permit.
- E. Work from Top of Bank** – Heavy equipment will work from the top of the bank or on top of the existing roadway and out of flowing water.
- F. Ledge Removal** – To prevent acoustic trauma to Atlantic salmon, the equipment operator shall incorporate a “soft start” when using a hoe ram to break ledge or bedrock.
- G. Timely Completion** – Minimize time in which heavy equipment is in stream channels, riparian areas, and wetlands. Complete earthwork (including drilling, excavation, dredging, filling and compacting) as quickly as possible.

5. Site Restoration

- A. Areas of disturbed soil adjacent to the waterways shall be stabilized and revegetated with a native conservation seed mix appropriate for riparian areas in Maine. If, due to the lateness of the season, such seed mix is not likely to take root sufficiently well enough to stabilize the banks, protection against erosion shall be provided by geotextile in combination with staked hay bales and riprap as needed. All temporary stabilization measures, including geotextile, hay bales, and extra riprap, are to be removed once vegetation can be established in the following growing season.
- B. When necessary, loosen compacted areas, such as access roads and paths, stream crossings, staging, and stockpile areas.
- C. For culvert removal or bridge projects where a culvert is being replaced, reconstruct the stream channel cross-section and gradient within the area formerly occupied by a culvert in a manner that reflects natural conditions found upstream and downstream as informed by the Stream Simulation design. Large wood and boulders may be placed in the reconstructed stream channel and floodplain as shown on the attached plans.
- D. Instream or floodplain restoration materials, such as large wood and boulders, shall mimic as much as possible those found in the project vicinity. Such materials may be salvaged from the project site or hauled in from offsite but cannot be taken from streams, wetlands, or other sensitive areas.
- E. When necessary, use steep-slope terracing.
- F. Complete necessary site restoration activities within five days of the last construction phase.

6. Project Completion Report

The Permittee shall submit a completed report to the Corps no later than 60 days after project completion. The report shall mirror the project notification form (PNF) and will include the following information:

- A. Project name (same name as in the notification Form).

- B. Location – 5th field HUC (HUC - 10 Code), stream name, latitude and longitude (decimal degrees; to 5 decimal places) and show the project location on a USGS topographic map.
- C. Project Contact – Project point of contact name, phone number, and email address.
- D. Timing – Actual project start and end dates.
- E. Activity Type – One of the four stream connectivity categories.
- F. Project Description – A brief narrative of the completed project and objectives. Include any unexpected events and remedial actions taken, including any dates work ceased due to high flows.
- G. Photos – Photos of the construction process (emphasis on aspects related to avoiding and minimizing impacts to listed species) and of the completed project.
- H. Extent – Number of stream miles restored for Atlantic salmon access or stream connectivity (Maine Stream Habitat Viewer or other method can be used).
- I. ESA listed Species Affected – Fish or wildlife species and critical habitat affected by the project.
- J. Fish Evacuation (if required) – Stream conditions, summary of Atlantic salmon removal methods, and the number of Atlantic salmon handled, injured, or killed.
- K. Date of Submittal.

7. Work Area Isolation and Atlantic Salmon Evacuation

- E. **Isolate Work/Capture Area** - Block nets shall be installed across the channel at upstream and downstream locations outside of the construction zone. The nets shall be secured to the stream channel bed and banks until construction activities within the stream channel are complete. The nets shall be monitored on a daily basis to ensure they are secured to the bed and banks and that they are free of organic accumulation.
- F. **Fish Evacuation** - All Atlantic salmon trapped within the isolated work area shall be captured using techniques to minimize the risk of injury, then released at a safe release site, preferably upstream of the isolated reach in a pool or other area that provides cover and flow refuge. Fish evacuation shall be conducted by electrofishing and may also include one or a combination of the following methods; herding, hand netting, seining, or trapping prior to electrofishing. All Atlantic salmon shall be handled with extreme care and kept in water the maximum extent possible during transfer procedures.

Unless the permittee has made arrangements to have State or Federal agency staff conduct fish evacuation, the permittee shall submit the qualifications of their fish evacuation team to the Corps and USFWS for approval. Fish evacuation shall be supervised by a fishery biologist experienced with work area isolation and safe handling of Atlantic salmon. All Atlantic salmon that are relocated during the work site isolation process shall be documented in the Project Completion Report (**Special Condition 6 above**), including information on injuries or mortalities.

Electrofishing shall be conducted using the following guidelines: “Maine Department of Marine Resources Bureau of Sea-run Fisheries and Habitat Standard Operating Procedure for Juvenile Atlantic salmon Sampling by Electrofishing in Wadeable Streams-2010” and National Marine Fisheries Service’s (NMFS) “Guidelines for Electrofishing Waters Containing Salmonids Listed Under the Endangered Species Act-2000”.

- G. **Dewater Construction Site** - Cofferdams shall be used during construction to isolate the construction area, to allow equipment to work in dry conditions, and to prevent turbidity from reaching the stream channel outside the enclosed construction area.
 - a) Cofferdams shall be built with non- erosive materials; have an associated pump, bypass culvert, or a water-proof lined diversion ditch. For projects utilizing sheet pile cofferdams only a vibratory hammer shall be used for installation.
 - b) To prevent entrainment and impingement of Atlantic salmon juveniles related to water diversions using a bypass pump system and during the initial dewatering of the cofferdams, the permittee or their contractors shall use a screen on each pump intake sufficiently large enough so that the approach velocity does not exceed 6.10 meters per second (0.20 feet per second). Square or round screen face openings are not to exceed 2.38 millimeters (approximately 3/32 inch) and slotted face openings will not exceed 1.75 millimeters (approximately 1/16 inch) in the narrow direction. Intake hoses shall be regularly monitored while pumping to minimize adverse effects to Atlantic salmon.
- H. **Stream Re-watering** - All cofferdams shall be removed from the stream immediately following completion of construction, allowing for minor delays due to high stream flows, using the following process. Slowly re-water the construction site to allow the streambed to absorb water and to prevent a sudden increase in stream turbidity. If using a

diversion pump system, stop the pump and slowly breach the upstream cofferdam. Capture the first flush of turbid water from the breach and pump the water through the sediment treatment system. Once turbidity behind the downstream cofferdam is visually similar to the incoming stream, slowly breach and remove the downstream cofferdam. Remove the remainder of the upstream cofferdam and the diversion system. Monitor downstream during re-watering to prevent stranding of aquatic organisms below the construction site.

8. Take Notice

- A.** “Take” of adult Atlantic salmon is not allowed. In the event adult Atlantic salmon are observed or otherwise determined to be within the project area, all construction activities below the ordinary water line shall immediately cease and staff from the USFWS and the Corps shall be contacted to determine next steps. USFWS point of contact is Wende Mahaney (wende_mahaney@fws.gov) at 207-902-1569. The Corps’ point of contact is Shawn Mahaney (shawn.b.mahaney@usace.army.mil) at 978-318-8492.
- B.** Limited “take” of juvenile Atlantic is authorized through the ESA consultation with USFWS. Juvenile Atlantic salmon mortalities shall be immediately preserved (refrigerate or freeze) and reported to the USFWS (Wende Mahaney at 207-902-1569; FAX: 207-902-1588; or wende_mahaney@fws.gov) within 48 hours of occurrence to arrange for delivery to the Maine Fish and Wildlife Service Complex at 306 Hatchery Road, East Orland, Maine 04431. If a sick, injured, or dead specimen of another federally threatened or endangered species is found in the project area, the finder must immediately notify the USFWS.



US Army Corps of Engineers®
New England District

WORK-START NOTIFICATION FORM
(Minimum Notice: Two weeks before work begins)

EMAIL TO: heather.s.stukas@usace.army.mil and cenae-r@usace.army.mil; or

MAIL TO: Heather Stukas
Regulatory Division
U.S. Army Corps of Engineers, New England District
696 Virginia Road
Concord, Massachusetts 01742-2751

Corps of Engineers Permit No. NAE-2020-00667 was issued to City of Auburn. This work is located in Unnamed Tributary to Androscoggin River and authorized to place temporary and permanent fill below the ordinary high mark of Unnamed Tributary to Androscoggin River and in adjacent freshwater wetland at 44.018396, -70.211356 on Sopers Mill Road in Auburn, Maine to replace 54in. culvert with a 9.5ft. embedded 2ft. box culvert. The project will result in approximately 439sf of permanent and 2122.9sf of temporary streambed impact and 84sf of permanent wetland impact.

The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

PLEASE PRINT OR TYPE

Name of Person/Firm: _____

Business Address: _____

Phone & email: () _____ () _____

Proposed Work Dates: Start: _____ Finish: _____

Permittee/Agent Signature: _____ Date: _____

Printed Name: _____ Title: _____

Date Permit Issued: _____ Date Permit Expires: _____

FOR USE BY THE CORPS OF ENGINEERS

PM: Stukas Submittals Required: _____

Inspection Recommendation: random



**US Army Corps
of Engineers**®
New England District

(Minimum Notice: Permittee must sign and return notification
within one month of the completion of work.)

COMPLIANCE CERTIFICATION FORM

Permit Number: NAE-2020-00667

Name of Permittee: Town of Pittston

Permit Issuance Date: _____

Please sign this certification and return it to the following address upon completion of the activity and any mitigation required by the permit. You must submit this after the mitigation is complete, but not the mitigation monitoring, which requires separate submittals.

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*****
* MAIL TO: U.S. Army Corps of Engineers, New England District *
*           Permits and Enforcement Branch C                 *
*           Regulatory Division                               *
*           696 Virginia Road                                *
*           Concord, Massachusetts 01742-2751                *
*****

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Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit was completed in accordance with the terms and conditions of the above referenced permit, and any required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

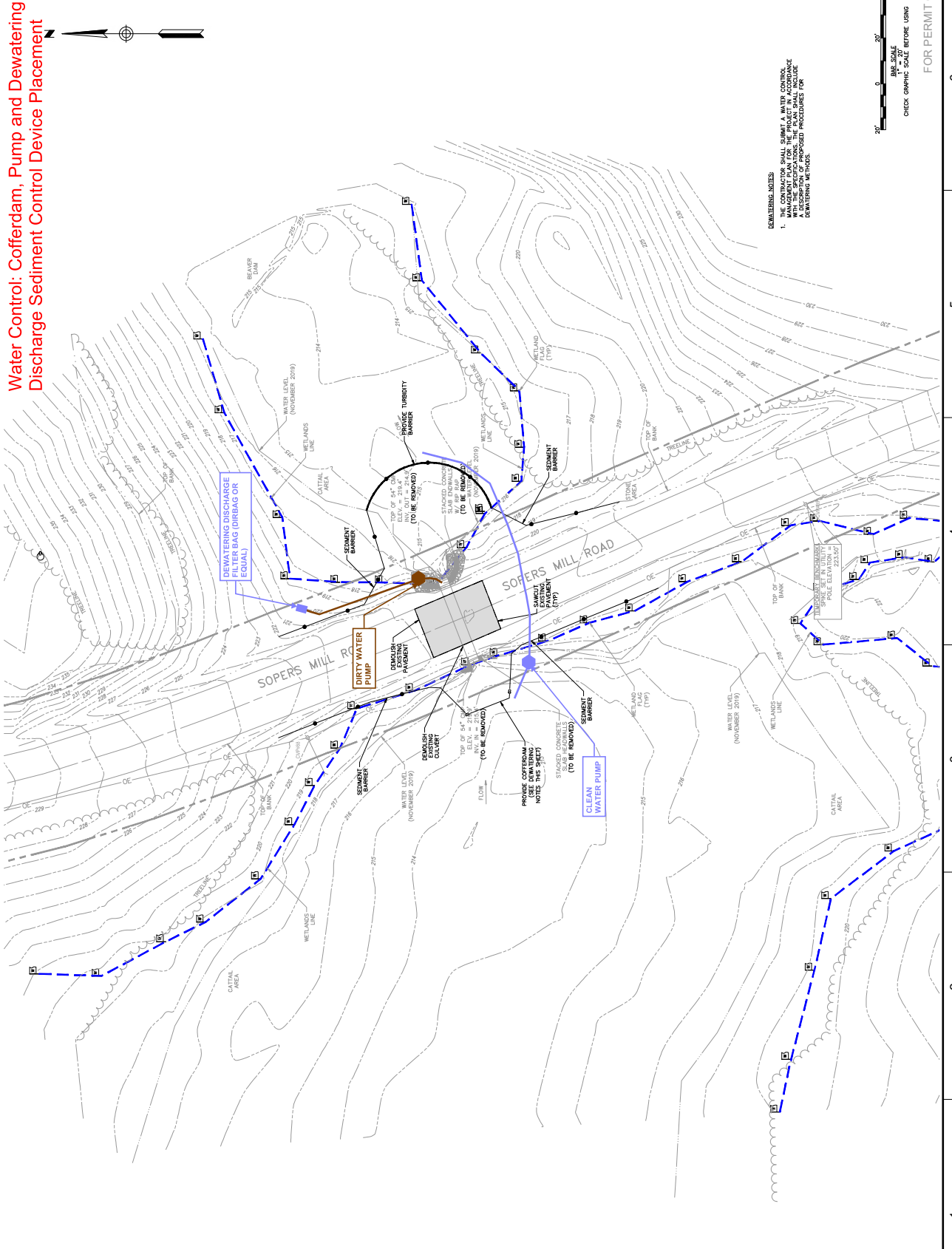
Printed Name

Date of Work Completion

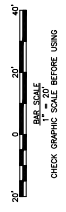
(_____) _____
Telephone Number

(_____) _____
Telephone Number

Water Control: Cofferdam, Pump and Dewatering Discharge Sediment Control Device Placement



DEWATERING NOTES:
 1. THE CONTRACTOR SHALL SUBMIT A WATER CONTROL PLAN WITH THE SPECIFICATIONS. THE PLAN SHALL INCLUDE DEWATERING METHODS FOR THE PROPOSED DEWATERING METHODS.



FOR PERMIT ONLY

WOODWARD & CURRAN
 41 Hutchins Drive
 Portland, Maine 04102
 800.428.4282 | www.woodwardcurran.com

MEGAN MCKENNA
 P.E.
 No. 13019

DESIGNED BY: MRM
 CHECKED BY: MRM

SITE PREPARATION AND EROSION & SEDIMENT CONTROL PLAN

CITY OF AUBURN
 ANDROSCOGGIN COUNTY

SOPERS MILL ROAD
 CULVERT REPLACEMENT

C-002

DATE: 11-13-20
 SCALE: 1" = 20'
 SHEET: 4 OF 8

2024 SHEET 11

A B C D

1 2 3 4 5 6

WOODWARD & CURRAN 2024 SHEET 11

A B C D

1 2 3 4 5 6