



CITY of
Waterville
M A I N E

**INVITATION TO BID
BID FORM
AGREEMENT AND
CONTRACT DOCUMENTS**

FOR

**MUNICIPAL PARTNERSHIP INITIATIVE
WIN 20174.00**

**CULVERT REPLACEMENT
WEST RIVER ROAD**

WATERVILLE, MAINE

**CITY OF WATERVILLE
DEPARTMENT OF PUBLIC WORKS
WATERVILLE, MAINE**

**INVITATION TO BID
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**CULVERT REPLACEMENT
WEST RIVER ROAD**

MUNICIPAL PARTNERSHIP INITIATIVE

WATERVILLE, MAINE

May 22, 2013

**CITY OF WATERVILLE
DEPARTMENT OF PUBLIC WORKS
WATERVILLE, MAINE**



General Notes

Construction Notes

| | |
|----------------------------|-----|
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Supplementary Conditions

| <u>Section No.</u> | <u>Section Title</u> |
|--------------------|-------------------------|
| SC-1 | Performance & Materials |
| PBR | Permit by Rule MDEP |
| PBR | ACOE Permit |

GENERAL NOTES

- 1) All joints between existing and proposed hot bituminous pavement shall be saw cut and consider incidental to the contract.
- 2) The Contractor shall plan and conduct their work accordingly so that upon final completion of the project there is no drop-off from the edge of the trench pavement. All remaining or disturbed material on slopes or in ditches on the project shall be capable of attaining a growth of grass that is acceptable according to Standard Specification 618.10. No separate payment will be made for this work.
- 3) All waste material not used on the project shall be disposed of in acceptable waste areas.
- 4) Any necessary cleaning of existing pavement caused by replacement of the culverts shall be incidental to the Contract.
- 5) The following shall be incidental to the Contract Item(s):
 - a. Any cutting of existing culverts and or connectors necessary to install new culvert replacements or extensions
 - b. All pipe excavation including any cutting and removal of pavement
 - c. All ditching at pipe ends
 - d. Furnishing, placing, grading, and compacting of any new gravel and/or fill material. This also includes Granular Borrow used under pipes and for temporary detours to maintain traffic during pipe installation. Excavation of maintenance of traffic material is also incidental.
 - e. Granular Borrow under the pipe shall meet the requirements for Underwater Backfill
 - f. All work necessary to connect to existing pipes and drainage structures
 - g. Flow lines may be changed by 1.5 ft
 - h. Any necessary clearing of brush and non-pay trees at culvert ends
 - i. Paving shall be nominally 6", 2 lifts of binder, 1 lift of surface
 - j. Placement of 10 cu. yds. rip-rap on each end. (not in channel)
- 6) Any damage to the slopes caused by the contractor's equipment, personnel, or operation shall be repaired to the satisfaction of the resident. All work, equipment, and materials required to make repairs shall be at the contractor's expense.
- 7) All work shall be done in accordance with the Maine Department of Transportation's Best Management Practices for Erosion & Sedimentation Control, February, 2008.
- 8) Seeding and Mulching of disturbed soil may consist of hand placed seed and mulch.

Construction Notes

| LOCATION | DISTANCE LEFT OF CENTERLINE | ELEVATION OF FLOW LINE LEFT | CENTERLINE ELEVATION | ELEVATION OF FLOW LINE RIGHT | DISTANCE RIGHT OF CENTERLINE |
|--|--|-----------------------------|----------------------|------------------------------|------------------------------|
| | | | | | |
| | | | | | |
| PIPE 1 | REPLACE EXISTING 48"x102' CMP WITH AN 60" X102' CMP. INLET ON THE LEFT LOOKING NORTH AND OUTLET ON THE RIGHT. | | | | |
| Pipe is located on route 104 in Waterville, adjacent to CMP substation | 44 FEET | Inlet = 85.34 | Centerline = 100.00 | Outlet = 82.28 | 58 FEET |

The work shall consist of providing and installing a 60" culvert pipe 102 long as called for, removal and disposal of the existing pipe, supplying all traffic control devices and flaggers except those used for the detour. All erosion control measures shall be the responsibility of the contractor. The contractor shall pave the pipe trenches with 6" of HMA. Work shall conform to section 603 of the Maine DOT, Standard Specification, Rev. 2002. The contractor may hand seed and mulch or provide bark mulch as final stabilization.

The Contractor shall place the new culverts at the new proposed flow line elevations. The existing flow line elevations are inlet = 86.59 and outlet = 83.53. Flow lines may be adjusted by 0.50' by the Department and at no cost to the Department.

The lower lifts of back fill shall be suitable excavation salvaged from the removal of the existing culverts. The top 24" of the trench shall be backfilled with gravel meeting the gradation of Aggregate Base Gravel Type D, as per section 703.06 of the Maine DOT Standard Specifications, Rev. 2002 or gravel salvaged from the existing roadway. Any excavated material not suitable for use as backfill shall be placed on adjacent slopes or a waste site approved by the Resident.

Placing and compacting of backfill shall not exceed 8 inches loose measure as per section 206.03 of the Maine DOT Standard Specifications, Rev. 2002.

The culvert trench shall be paved with 6 inches of HMA placed in three lifts of an approved HMA.

The contractor will place 10 CY of rip rap at both ends of the culvert as directed by the Resident.

The contractor is responsible for all dig safe requirements and utility coordination. All work performed shall be in accordance with all OSHA, Department of Labor, any Federal or State Laws and Regulations that pertain to the being performed.

The contractor shall provide and place fill on the slopes to match exiting pavement to the new ends of the culvert.

Basis of Payment. The accepted quantity of pipe for this location will be paid lump sum. Payment will include excavation, providing and installation of the culvert, providing and installation of pipe ties, backfill, any additional aggregate, placing HMA, removal and disposal of existing culvert, providing and placing new fill for slopes, rip rap as called for, traffic control devices, maintenance of traffic control devices, temporary seed & mulch, and Temporary Soil Erosion and Storm Water Control.

SECTION 00010
INVITATION TO BID

Please send sealed Proposals, in envelopes plainly marked:

Proposal For: **CULVERT REPLACEMENT WEST RIVER ROAD**

TO: Mr. Robert Gilchrist
City of Waterville
6 Wentworth Court
Waterville, Maine 04901

The proposals will be opened and read aloud at the **Waterville Public Works Department, 6 Wentworth Court, Waterville, Maine on Thursday June 6, 2013, 10:00 A.M. (EST)**.

The project involves excavation and pipe replacement, including traffic control, erosion control, repaving, and other items as described in the specifications.

All work contemplated under this contract shall conform to State of Maine Department of Transportation, **STANDARD SPECIFICATIONS** (revision of December 2002) and **GENERAL CONDITIONS**, except as modified by these documents.

The Owner reserves the right to waive all formalities, and reject any and all Proposals.

Copies of the Contract Documents may be obtained from:

Waterville Public Works
6 Wentworth Court
Waterville, Me 04901

The Contract Documents will be available on **Thursday May 23, 2013**. The Documents may be examined at the Waterville Publics Works Department and the following offices:

1. The Dunlap Agency
31 Court Street
Auburn, Maine 04210

2. Associated Constructors of Maine
188 Whitten Road
Augusta, Maine 04330

All bidders must furnish the following:

1. A completed Bid Form with a statement (see Section 00020) concerning the Company's experience with this type of construction project.
2. A list of all subcontractors to be utilized on the project.
3. A bid security in the amount of 5% of the total bid in the form of a Bid Bond or certified check made out to the City of Waterville.

The successful bidder must furnish the following:

1. 100% Construction Performance Bond
2. 100% Construction Labor and Material Payment Bond
3. Certificate of Insurance (in accordance with Section 00510).

The City of Waterville will have **until June 7, 2013** within which to accept or reject any bid. Completion date is **June 28, 2013**. Liquidated damages in the amount of **\$500** per day are contained in the Contract.

The City of Waterville reserves the right to reject any and all bids.

By: Mr. Robert Gilchrist
Public Works Department

END OF SECTION

SPECIAL CONDITIONS

SPECIAL PROVISION

SECTION 104

Utilities

MEETING

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications is hereby called for.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the OWNER for coordination of the work and for utility adjustments as defined in Subsection 104.4.6 and 104.4.8 of the Standard Specifications. The following list identifies all known utilities have facilities presently located within the limits of this project, unless otherwise provided.

| Utility | Aerial | Underground |
|------------------------------|--------|-------------|
| Central Maine Power | X | X |
| Waterville Sewerage District | - | X |
| Kennebec Water District | - | X |
| Kennebec Sanitary District | - | - |
| Fairpoint Communications | X | |
| OTT Communications | - | - |
| Oxford Networks | X | |
| Time Warner | X | - |

Temporary utility adjustments are not contemplated unless herein provided for.

Manholes, valve boxes, service connections, and similar incidental utilities are to be adjusted in cooperation with work done by the Contractor.

Currently there is one water main and one pressure sewer above the pipe installation, The Waterville Sewage district is currently installing an additional pressure sewer in the vicinity. This may or may not be installed or in operation when this work is undertaken.

Utility working days are Monday through Friday, conditions permitting.
In all cases, the utilities shall be advised well in advance before work, dependent upon other work to be done by the Contractor, in any particular area, is to be commenced by them.

SPECIAL PROVISION
SECTION 107
Prosecution and Progress
(Contract Time)

1. The contractor will be allowed to commence work after a traffic control plan and SWECP is presented to John Lombardi at Waterville Public Works. The notice to proceed will then be issued and work can commence immediately
2. A 24-hr. notice will be required for approval of any changes to work schedule.
3. The completion date for this project is **June 28, 2013.**

**SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC**

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

Road Work Next x Miles
Road Work 500 Feet
End Road Work

Work Area. At each work site, signs and channelizing devices shall be used as directed by the Resident. Signs include:

Road Work xxxx¹
One Lane Road Ahead
Flagger Sign

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

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

The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 800 m [2,500 ft] at each work area. Where more than one work area restricts traffic to one lane operation, these work areas shall be separated by at least 1.6 km [1 mile] of two way operation.

Temporary Centerline. A temporary centerline shall be placed each day on all new pavement to be used by traffic. The temporary centerline, when specified of reflectorized traffic paint, shall conform to the standard marking patterns used for permanent markings.

Failure to apply a temporary centerline daily will result in suspension of paving until temporary markers are applied to all previously placed pavement.

¹"Road Work Ahead" to be used in mobile operations and "Road Work xx ft" to be used in stationary operations as directed by the Resident.

**SPECIAL PROVISION
SECTION 656**

Temporary Soil Erosion and Water Pollution Control

The following is added to Section 656 regarding Project Specific Information and Requirements. All references to the Maine Department of Transportation Best Management Practices for Erosion and Sedimentation Control (a.k.a. Best Management Practices manual or BMP Manual) are a reference to the latest revision of said manual. The latest version is dated "February 2008" (available at <http://www.maine.gov/mdot/environmental-office-homepage/surface-water-resources.php> .) **Procedures specified shall be according to the BMP Manual unless stated otherwise.**

This project is in the watershed of the Kennebec River, which is listed as an Atlantic salmon Distinct Population Segment and is considered **SENSITIVE** in accordance with section IID of the 2008 BMP Manual. The Contractor's SEWPCP shall include the following.

The following information and requirements apply specifically to this Project. The temporary soil erosion and water pollution control measures associated with this work shall be addressed in the Soil Erosion and Water Pollution Control Plan (SEWPCP.)

Due to the project sensitivity, **CONSTRUCTION SHALL BE PHASED** to limit the amount of disturbed area. The Contractor's SEWPCP shall include specific provisions for phasing the work. Each section must be stabilized to the approval of the Maine DOT Resident and the Water Resources Unit before work can begin on any subsequent section.

The SEWPCP shall describe the location and method of temporary erosion and sediment control for existing and proposed catch basins, outlet areas and culvert inlets and outlets.

If water is flowing within the drainage system, the water shall be diverted to a stable area or conduit and work shall be conducted in the dry. The Contractor's plan shall address when and where the diversions will be necessary.

Culvert inlet and outlet protection shall be installed within 48 hours of culvert installation, or prior to a storm event, whichever is sooner.

Temporary winter stabilization must be used between November 1st and April 1st or outside of that time period if the ground is frozen or snow covered. Temporary winter stabilization involves, at a minimum, covering all disturbed soils and seeded ground that is not Acceptable Work with an approved method. If temporary winter stabilization practices are used then spring procedures for permanent stabilization shall also be described in the SEWPCP. Use of these methods for over-winter temporary erosion control will be incidental to the contract and be paid for as part of Pay Item 656.75.

If check dams are used, they shall be constructed of stone in accordance with BMP Manual, Section III.E.1. *Hay Bale Temporary Check Dams* **are not allowed**. Delete all reference to them.

Demolition debris (including debris from wearing surface removal, saw cut slurry, dust, concrete debris, etc.) shall be contained and shall not be allowed to discharge to any resource. All

**SPECIAL PROVISION
SECTION 656**

Temporary Soil Erosion and Water Pollution Control

demolition debris shall be disposed of in accordance with *Standard Specifications, Section 202.03, Removing Existing Superstructure, Structural Concrete, Railings, Curbs, Sidewalks and Bridges*. Containment and disposal of demolition debris shall be addressed in the Contractor's SEWPCP.

CLEARING LIMIT LINES SHALL BE MINIMIZED. Clearing shall be minimized as shown on the design plans.

Earthwork. If earth disturbance is part of the project scope:

Newly disturbed earth shall be mulched or otherwise stabilized by the end of each workday. Mulch shall be maintained on a daily basis.

All disturbed ditches shall be stabilized by the end of each workday. Stabilization shall be maintained on a daily basis.

Erosion control blanket shall be installed in the bottoms of all ditches except where a stone lining is planned. Seed shall be applied prior to the placement of the blanket.

Permanent slope stabilization measures shall be applied within one week of the last soil disturbance.

Dust control items other than those under Standard Specification, Section 637 – Dust Control, if applicable, shall be included in the plan.

In-Stream Work.

Stream flow shall be maintained at all times.

Culvert inlet and outlet protection shall be installed within 48 hours of culvert installation, or prior to a storm event, whichever is sooner.

The SEWPCP shall describe, in detail, the containment method for removal of the existing culvert, including installation of cofferdams and dewatering procedures.

The SEWPCP shall also describe the sequence of events for installing and removing the coffer dams at the beginning and end of this project. Water not meeting release criteria shall be addressed in the SEWPCP. Discharging impounded water to the stream must take place in a manner that does not disturb the stream bottom or cause erosion

A cofferdam sedimentation basin is required if cofferdams are used. The basin shall be located in an upland area where the water can settle and seep into the ground or be released slowly to the resource in a manner that will not cause erosion. The location of such a cofferdam sedimentation basin shall be addressed in the SEWPCP.

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

Maine DOT and its agents shall use a screen on each pump intake sufficiently large enough that the approach velocity does not exceed 0.20 ft/sq ft. Designing the screen for these approach velocities will minimize screen contact and/or impingement of juvenile fish. Square or round screen face openings must not exceed 1.75mm (approximately 1/16 inch) in the narrow direction. Intake hoses shall be regularly monitored while pumping.

pH control(if applicable):

Prior to release to a natural resource, any impounded water that has been in contact with concrete placed during construction must have a pH between 6.0 and 8.5, must be within one pH unit of the background pH level of the resource, and shall have a turbidity no greater than the receiving resource. This requirement is applicable to concrete that is placed or spilled (including leakage from forms) as well as indirect contact via tools or equipment. Water not meeting release criteria shall be addressed in the SEWPCP. Discharging impounded water to the stream must take place in a manner that does not disturb the stream bottom or cause erosion. **The rate of discharge must be less than 20% of the flow rate of the stream.**

The Contractor shall be responsible for monitoring pH with a calibrated meter accurate to 0.1 units. A record of pH measurements shall be kept in the Environmental Coordinator's log (Section 656.4.4 Inspection and Record Keeping.)

Grout from the operation and fresh concrete shall not be allowed to contact the stream. Clean out of concrete delivery trucks and the washing of tools shall be addressed in the SEWPCP.

SECTION 00020
BID FORM

CULVERT REPLACEMENT
WEST RIVER ROAD
WATERVILLE, MAINE

To the **CITY OF WATERVILLE**, herein called the **Owner**, acting by and through its City Council for completion of the **CULVERT REPLACEMENT WEST RIVER ROAD** project in Waterville, Maine.

The undersigned, as Bidder, herein referred to as singular and masculine, declares as follows:

1. The only parties interested in the BID as principals are named herein,
2. The BID is made without collusion with any other person, firm, or corporation;
3. No officer, agent or employee of the Owner is directly or indirectly interested in this BID;
4. He has carefully examined the site of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attended upon its execution, and the accuracy of all estimated quantities stated in this Bid, and he has carefully read and examined the Drawings, Specifications and other Contract Documents therein referred to, and knows and understands the terms and provisions thereof, and is aware the contract is governed by the Maine Department of Transportations Standard Specifications (rev. December 2002), except as modified by the Contract Documents.
5. He understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and he agrees that he shall not use or be entitled to use such information made available to him through the Contract Documents or otherwise, or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Owner or the Engineer arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance there-fore in the BID;

6. He understands that all reports of investigations and tests of subsurface and latent physical conditions at the site and other information affecting the performance of the Work which have been relied upon by the Engineer in preparation of the Drawings and Specifications are not guaranteed as to accuracy or completeness and are not part of the Contract Drawings;
7. He understands that the quantities of work tabulated in this Bid in the Specifications and other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer .
8. He understands the Owner reserves the right to delete individual bid items from the base bid, at no additional compensation, as deemed necessary; and the undersigned agrees that for extra work, if any, performed in accordance with the terms and provision of the annexed form of AGREEMENT, he will accept compensation as stipulated therein in full payment for such extra work.

If this **BID** is accepted by the Owner, the undersigned agrees to complete the work on or before **Friday June 28, 2013**

As provided in the INSTRUCTIONS TO BIDDERS, the Bidder hereby agrees that he will not withdraw this BID for thirty (30) calendar days, and that if the Owner shall accept this BID, the Bidder will duly execute and acknowledge the AGREEMENT and CONTRACT BONDS within fifteen (15) calendar days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the Bidder fail to fulfill any of his agreements as hereinabove set forth, the Owner shall have the right to retain the amount of the Bid Security, which shall become the Owner's property .

This BID includes Addenda number** _____

** To be filled in by Bidder if Addenda are issued.

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the Bid Security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

1. Use pen and ink to complete all paper Bids.
2. As a minimum, the following must be received prior to the time of Bid opening:
 - a. A completed Bid Form including acknowledgement of bid addenda,
 - b. A completed Schedule of Items,
 - c. A completed Bid Bond
 - d. Two copies of the completed and signed Agreement
 - e. Any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Schedule of Items.
4. Bid Guaranty acceptable forms are:
 - a. A properly completed and signed Bid Bond on the City of Waterville's prescribed form for 5% of the Bid Amount or,
 - b. A Certified Check made payable to the City of Waterville.

*If you need further information regarding Bid preparation, call the City of Waterville,
Public Works at (207)680-4743*

NOTICE

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

Bid Enclosed – Do Not Open

Town/City: **CITY OF WATERVILLE**

Date of Bid Opening: **June 6, 2013**

Name of Contractor with mailing address and telephone number:

The Outer Envelope shall have the following information

Double Envelope : Bid Enclosed

Town/City: **CITY OF WATERVILLE**

Date of Bid Opening: **June 6, 2013**

Name of Contractor:

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

Bid Enclosed – Do Not Open

Town/City: **CITY OF WATERVILLE**

Name of Contractor:

Schedule of Items

Bid-1) Lump Sum Price to replace West River Road Culvert

Item # 603.259 60" Option III CMP

\$ _____

2) Flagging-per MH \$ _____ /hr Est. Qty. 60 hrs.Subtotal

\$ _____

TOTAL BID \$ _____

(Name of Bidder)

(SEAL)

By: _____
(Signature of Authorized Representative)

Printed Name & Title: _____

(Business Address)

(Town & State)

Date: _____

The Bidder is a corporation incorporated in the State (or Commonwealth) of _____, a partnership, or an individual. *

(Note: If the Bidder is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager; if a partnership, give full names and residential address of all partners; and if an individual, give residential address if different from business address.)

*Bidder must add and delete as necessary to make this sentence read correctly.

END OF SECTION

SECTION 00022
BID BOND

KNOW ALL MEN 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 the payment of which, well and truly to be
made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

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 attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor 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 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 obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the 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.

_____(L.S.)
Principal

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.

END OF SECTION

**SECTION 00030
NOTICE OF AWARD**

TO:

**PROJECT DESCRIPTION: CULVERT REPLACEMENT
WEST RIVER ROAD**

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Invitation to Bid dated _____ and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Instruction to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Labor and Material Payment Bond and Certificate of Insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of Bill as abandoned and as a forfeiture of your BID Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20_____.

City of Waterville
Owner

By: _____ Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____

this _____ day of _____, 20_____.

Signature: _____

Printed Name & Title:

END OF SECTION

**SECTION 00040
NOTICE TO PROCEED**

Dated: _____, 20__

TO: _____
(CONTRACTOR)

ADDRESS: _____

PROJECT: **CULVERT REPLACEMENT
WEST RIVER ROAD**

**CONTRACT FOR: CULVERT REPLACEMENT
WEST RIVER ROAD**

You are notified that the Contract Times under the above contract will commence to run on _____, 20___. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the date of completion and readiness for final payment **Friday June 28, 2013**

Before you may start any work at the site, the General Conditions provides that you and the Owner must each deliver to the other (with copies to the ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and, maintain in accordance with the Contract Documents.

Also, before you may start any Work at the site, you must

City of Waterville
(OWNER.)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF AWARD

By: _____
(CONTRACTOR)

(AUTHORIZED SIGNATURE)

(PRINTED NAME & TITLE)

(DATE)

END OF SECTION

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the ___ day of _____ in the year 20__ by and between the City or Waterville (hereinafter called OWNER) and

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**CULVERT REPLACEMENT
WEST RIVER ROAD**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**CULVERT REPLACEMENT
WEST RIVER ROAD**

Article 2. ENGINEER.

The Project has been designed by:

**Waterville Public Works
6 Wentworth Court
Waterville, ME 04901**

who is hereinafter called ENGINEER and who is to act as OWNER, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1 The Work will be completed on or before June 28, 2013

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **FIVE HUNDRED** dollars (**\$500.00**) for each day that expires after the time specified in paragraph 3.1 for Completion until the Work is complete. If CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **FIVE HUNDRED** dollars (**\$500.00**) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows: \$

_____ (See Section 00020)

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Contract Documents. Applications for Payment will be processed by ENGINEER as provided in the Contract Documents.

5.1.1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Contract Documents.

90% of the Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

90% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Contractor Documents.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 7) and the other related data identified in the Bidding Documents including "technical data."

6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplemental Specification as provided in the Standard Specifications. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) such additional supplementary examinations, investigations, explorations, test, studies or data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, test, studies and data with the Contract Documents.

6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

7.1 This Agreement (pages I to 7, inclusive).

7.2 Exhibits to this Agreement. -N/A

7.3 Performance, Payment, and other Bonds.

7.4 Notice to Proceed.

7.5 MDOT Standard Specifications (December 2002) including all amendments thereof.

7.6 Standard Details (April 1997)

7.7 Contract Documents bearing the title **CULVERT REPLACEMENT
WEST RIVER ROAD**

7.8 Addenda numbers to _____ , _____ inclusive.

7.9 CONTRACTOR's Bid (pages _____ to _____ inclusive).

7.10 Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____ , inclusive.) N/A

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 8. MISCELLANEOUS.

- 8.1 Terms used in this Agreement, which are defined in Article I of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.5 OTHER PROVISIONS N/A

(Insert other provisions here if applicable)

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR AND ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__ (which is the effective date of the Agreement).

OWNER: CITY OF WATERVILLE

CONTRACTOR: _____

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices

Address for giving notices

6 Wentworth Court

Waterville, ME 04901

(If Owner is a public body, attach evidence of authority to sign and resolution or other documents

License No. _____

Agent for service process: _____

(If CONTRACTOR is a corporation, attach Evidence of authority to sign)

END OF SECTION

**SECTION 00110
CONSTRUCTION PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called PRINCIPAL and
(Corporation, Partnership or Individual),

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto **the City of Waterville, Maine**

hereafter called OWNER, and the United States of America acting through Rural Development hereinafter referred to as the GOVERNMENT, in the total aggregate penal sum of _____ dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, or GOVERNMENT with or without notice to the SURETY and during the one (1) year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER and GOVERNMENT from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER and GOVERNMENT all outlay and expense which the OWNER and GOVERNMENT may incur in making good any default, then this obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER and GOVERNMENT are the only beneficiaries hereunder.

IN WITNESS WHEREOF, this instrument is executed in ____ (number) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20 ____.

ATTEST:

(Principal) Secretary: _____ (Principal)

(SEAL) By: _____ (s)

Address: _____

(Witness as to Principal:)

(Address)

(Surety)

ATTEST:

Witness of Surety By: _____
Attorney in fact

Address Address

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

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.

END OF SECTION

**SECTION 00120
CONSTRUCTION PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

a _____ hereinafter called PRINCIPAL and
(Corporation, Partnership or Individual)

_____ (Name of Surety)
hereinafter called SURETY, are held and firmly bound unto the City of Waterville,
Maine

_____ hereinafter called OWNER, and the United States of America acting through the Rural Development hereinafter referred to as GOVERNMENT, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____ dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the _____ construction _____ of:

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) unless claimant, other than one having a direct contract with the PRINCIPAL (or with the GOVERNMENT in the event the GOVERNMENT is performing the obligations of the OWNER), shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer; (b) after the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

(Principal) Secretary:

(Principal)

(SEAL)

By: _____(s)

Address: _____

(Witness as to Principal:)

(Address)

(Surety)

ATTEST:

Witness of Surety

By: _____
Attorney in fact

Address

Address

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

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.

END OF SECTION

CHANGE ORDER

No. _____

PROJECT _____
DATE OF ISSUANCE _____ EFFECTIVE DATE _____

OWNER CITY OF WATERVILLE
OWNER's CONTRACT No. _____
CONTRACTOR _____ ENGINEER _____

You are directed to make the following changes in the Contract Documents.

Description:
Reason for Change Order:
Attachments: (List Documents Supporting Change)

CHANGE IN CONTRACT PRICE CHANGE IN CONTRACT TIMES:
Original Contract Price _____ Original Contract Times _____
Substantial Completion: _____
Ready for final payment: _____
\$ _____

Net changes from previous Change Orders No. 0 to No. 0 Net changes from previous Change Orders No. 0 to No. 0
\$ _____ _____
_____ days _____ days

Contract Price prior to this Change Order _____ Contract Times prior to this Change Order _____
Substantial Completion: _____
Ready for final payment: _____
\$ _____

Net Decrease of this Change Order _____ Net Increase of this Change Order _____
\$ _____ _____ days

Contract Price with all approved Change Orders _____ Contract Times with all approved Change Orders _____
Substantial Completion: _____
Ready for final payment: _____
\$ _____

RECOMMENDED: APPROVED: ACCEPTED:
By: _____ By: _____ By: _____
Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)
Date: _____ Date: _____ Date: _____

END OF SECTION

RECOMMENDATION OF PAYMENT

No. _____

OWNER's Project No. _____

ENGINEER's Project No. _____

PROJECT _____

CONTRACTOR

Contract For _____

Contract Date _____

Application Date _____

Application Amount _____

For Period Ending _____

To City of Waterville
OWNER

Attached hereto is the CONTRACTOR's Application for Payment for Work accomplished under the Contract through the date indicated above. The Application meets the requirements of the Contract Documents and includes the CONTRACTOR's Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the Work covered by all prior Applications for Payments.

In accordance with the Contract the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

ENGINEER

Dated _____, 20____

By: _____

STATEMENT OF WORK

| Original Contract Price | \$ _____ | Work Completed to Date | \$ _____ |
|-------------------------|----------|-------------------------|----------|
| Net Change Orders | \$ _____ | (including retainage) | \$ _____ |
| Current Contract Price | \$ _____ | Amount Retained | \$ _____ |
| | | (this payment) | \$ _____ |
| | | Amount Due This Payment | \$ _____ |

END OF SECTION

SUPPLEMENTARY CONDITIONS

Supplements

The following supplements modify, change, delete, or add to the "Standard General Conditions of the Construction Contract". Where any part of the General Conditions is modified or voided by these Sections, the unaltered provisions of that part remain in effect. Where the language of the Supplementary Conditions conflicts with that of the Standard General Conditions, the Supplementary General Conditions shall take precedence.

Contents of Supplementary Conditions

| <u>Section No.</u> | <u>Section Title</u> |
|---------------------------|-----------------------------|
| SC-1 | Performance and Materials |

SECTION SC-1
PERFORMANCE & MATERIALS

A. OSHA Regulations

The project is subject to all of the safety and health regulations as promulgated by the U.S. Department of Labor.

Contractors are urged to make themselves familiar with the requirements of these regulations.

B. Fire Hydrants

Fire hydrants on or adjacent to the work area shall be kept accessible to fire apparatus at all times.

C. Use of Explosives

When the use of explosives is necessary for the prosecution of the Work, exercise the utmost care not to endanger life or property. The Contractor shall be responsible for any and all damage resulting from the use of explosives.

Store all explosives in a secure manner, in compliance with all State and local laws and ordinances, and legally mark all such storage places. Storage shall be limited to such quantity as may be needed for the work underway.

Designate as a BLASTING AREA all sites where electric blasting caps are located and where explosive charges are being placed. Mark all blasting areas with signs as required by law.

Place signs as required by law at each end of the blasting area and leave in place while the above conditions prevail. Immediately remove signs after blasting operations or the storage of caps is over.

Notify each property owner and public utility company having structures in proximity to the site of the work sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property. Such notice shall not relieve the Contractor of any of his responsibility for damage resulting from his blasting operation.

Warn all persons within the danger zone of blasting operations and do not perform blasting work until the area is cleared. Provide sufficient flagmen outside the danger zone to stop all approaching traffic and pedestrians. Provide watchmen during the loading period and until charges have been exploded. Place adequate protective covering over all charges before being exploded.

END OF SECTION

DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT BY RULE NOTIFICATION FORM **TOWN COPY**
 (For use with DEP Regulation, Chapter 305)

PLEASE TYPE OR PRINT IN **BLACK INK ONLY**

| | | | |
|---|---|--|--|
| Name of Applicant (owner): | Maine Department of Transportation | Name of Agent: | Laurie Rowe |
| Applicant Mailing Address: | 16 State House Station | Agent Phone # (include area code): | (207) 215-5072 |
| Town/City: | Augusta | PROJECT Information Name of Town/City: | Waterville Route 104 |
| | | MDOT WIN: | No WIN |
| State and Zip code: | ME 04344 | Name of Wetland or Waterbody: | Unnamed Stream |
| Daytime Phone # (include area code): | (207) 624-3100 | Map #: | Lot #: |
| Detailed Directions to Site: | Project is located on Route 104, approximately 1500' north of Hamlin Rd. | | |
| | UTM Northing (if known): | UTM Easting (if known): | |
| Description of Project: | The Region proposes to replace a 36", 102' long AMP at 3% with a 60" x 102' long RCP embedded 15" deep across its length as long as there is not ledge. The region has observed some ledge a short distance from the inlet. | | |
| Part of a larger project? (check one) → | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | After the Fact? (check one) → | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| | Check one → This project <input checked="" type="checkbox"/> does <input type="checkbox"/> does not involve work below mean low water (average low water). | | |

PERMIT BY RULE (PBR) SECTIONS: (Check at least one)

I am filing notice of my intent to carry out work which meets the requirements for Permit By Rule (PBR) under DEP Rules, Chapter 305. I and my agents, if any, **have read** and will comply with all of the standards in the Sections checked below.

- | | | |
|---|---|---|
| <input type="checkbox"/> Sec. (2) Act. Adj. to Protected Natural Res. | <input type="checkbox"/> Sec. (10) Stream Crossing | <input type="checkbox"/> Sec. (17) Transfers/Permit Extension |
| <input type="checkbox"/> Sec. (3) Intake Pipes | <input checked="" type="checkbox"/> Sec. (11) State Transportation Facil. | <input type="checkbox"/> Sec. (18) Maintenance Dredging |
| <input type="checkbox"/> Sec. (4) Replacement of Structures | <input type="checkbox"/> Sec. (12) Restoration of Natural Areas | <input type="checkbox"/> Sec. (19) Activities In/on/over significant vernal pool habitat |
| <input type="checkbox"/> Sec. (5) REPEALED | <input type="checkbox"/> Sec. (13) F&W Creation/Enhance/Water Quality Improvement | <input type="checkbox"/> Sec. (20) Activities in existing dev. areas located in/on/over high or moderate value Inland waterfowl & wading bird habitat or shorebird nesting, feeding & staging areas |
| <input type="checkbox"/> Sec. (6) Movement of Rocks or Vegetation | <input type="checkbox"/> Sec. (14) REPEALED | |
| <input type="checkbox"/> Sec. (7) Outfall Pipes | <input type="checkbox"/> Sec. (15) Public Boat Ramps | |
| <input type="checkbox"/> Sec. (8) Shoreline stabilization | <input type="checkbox"/> Sec. (16) Coastal Sand Dune Projects | |
| <input type="checkbox"/> Sec. (9) Utility Crossing | | |

I have attached the following required submittals. **NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS:**

- Attach** a check for \$65 made payable to: "Treasurer, State of Maine". **State agency-internally billed.**
- Attach** a U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.
- Attach Proof of Legal Name.** If applicant is **not** an individual or municipality, provide a copy of Secretary of State's registration information (available at <http://icrs.informe.org/nei-sos-icrs/ICRS?MainPage=x>)
- Attach photos of the proposed site where activity will take place as outlined in PBR Sections checked above.**
- Attach** all other required submissions as outlined in the PBR Sections checked above.

I authorize staff of the Departments of Environmental Protection, Inland Fisheries & Wildlife, and Marine Resources to access the project site for the purpose of determining compliance with the rules. I also understand that **this permit is not valid until approved by the Department or 14 days after receipt by the Department, whichever is less.**

By signing this Notification Form, I represent that the project meets all applicability requirements and standards in the rule and that the applicant has sufficient title, right, or interest in the property where the activity takes place.

| | | | |
|----------------------------------|----------------------|-------|--------|
| Signature of Agent or Applicant: | <i>Judy C. Gates</i> | Date: | 5/9/13 |
|----------------------------------|----------------------|-------|--------|

Keep a copy as a record of permit. Send the form with attachments via certified mail or hand deliver to the Maine Dept. of Environmental Protection at the appropriate regional office listed below. The DEP will send a copy to the Town Office as evidence of the DEP's receipt of notification. No further authorization by DEP will be issued after receipt of notice. Permits are valid for two years. **Work carried out in violation of any standard is subject to enforcement action.**

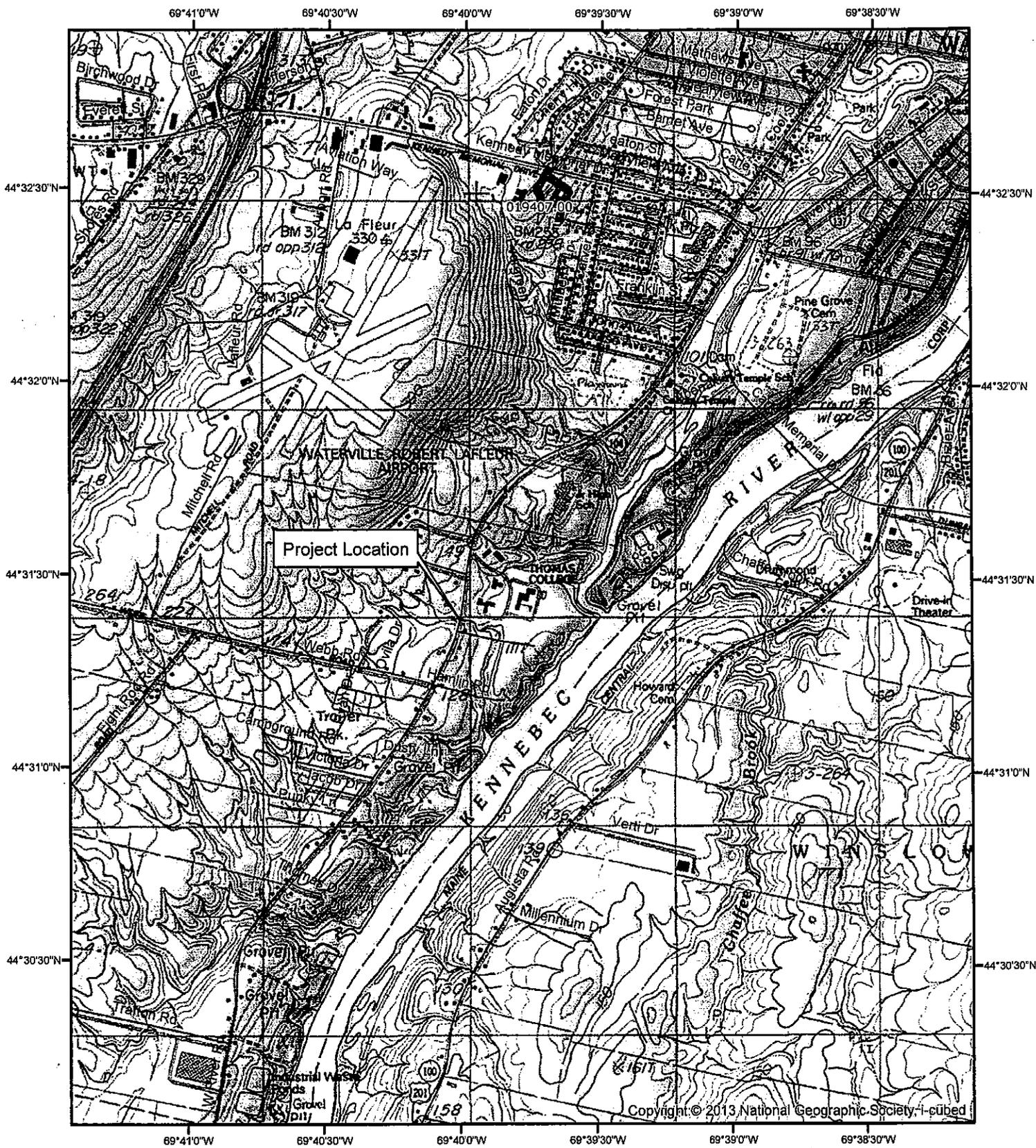
AUGUSTA DEP
17 STATE HOUSE STATION
AUGUSTA, ME 04333-0017
(207)287-3901

PORTLAND DEP
312 CANCO ROAD
PORTLAND, ME 04103
(207)822-6300

BANGOR DEP
106 HOGAN ROAD
BANGOR, ME 04401
(207)941-4570

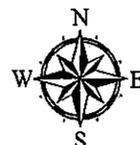
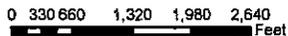
PRESQUE ISLE DEP
1235 CENTRAL DRIVE
PRESQUE ISLE, ME 04769
(207)764-0477

| | | | | | |
|-----------------|------|---------|--------------|-----------|--------------|
| OFFICE USE ONLY | Ck.# | Date | Staff | Staff | |
| PBR # | FP | | Acc. Date | Def. Date | After Photos |
| 56001 | IB | 5/13/13 | Jim RODRIGUE | 5-14-13 | |



-69.67°
44.52

MDOT Waterville
Route 104





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

REPLY TO
ATTENTION OF

MAINE GENERAL PERMIT (GP)
AUTHORIZATION LETTER AND SCREENING SUMMARY

OFFICE OF ENVIRONMENTAL SERVICES
MAINE DEPT. OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333

CORPS PERMIT # NAE-2013-01057
CORPS PGP ID# 13-168
STATE ID# PBR

DESCRIPTION OF WORK:

Place temporary fill below the ordinary high water line of an unnamed tributary to the Kennebec River at Waterville, Maine in order to replace an existing failing culvert beneath West River Road. Approximately 300 s.f. of stream bed will be temporarily impacted by the project. This work is shown on the attached plans entitled "MAINE DOT - WATERVILLE, WEST RIVER ROAD CULVERT REPLACEMENT, WATERVILLE, ME" in three sheets undated.
DOT PIN: None

LAT/LONG COORDINATES : 44.5232352' N -69.6675250' W USGS QUAD: WATERVILLE, ME

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 enclosed Federal Permit, the Maine General Permit (GP). 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 [including any attached Additional Conditions and any conditions placed on the State 401 Water Quality Certification including any required mitigation]. Please review the enclosed GP carefully, including the GP conditions beginning on page 5, to familiarize yourself with its contents. You are responsible for complying with all of the GP 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 41 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 on October 12, 2015. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 12, 2016.

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 [], ISSUED [], DENIED [] DATE: _____

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

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: 5/14/13 LEVEL OF REVIEW: CATEGORY 1: _____ CATEGORY 2: _____

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

JAY L. CLEMENT
SENIOR PROJECT MANAGER
MAINE PROJECT OFFICE

FRANK J. DEL GIUDICE
CHIEF, PERMITS & ENFORCEMENT BRANCH
REGULATORY DIVISION
DATE 5/20/13



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

**PLEASE NOTE THE FOLLOWING GENERAL CONDITIONS FOR
DEPARTMENT OF THE ARMY
GENERAL PERMIT
NO. NAE-2013-01057**

1. This authorization requires you to 1) notify us before beginning work so we may inspect the project, and 2) submit a Compliance Certification Form. You must complete and return the enclosed Work Start Notification Form(s) to this office at least two weeks before the anticipated starting date. You must complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work and any required mitigation (but not mitigation monitoring, which requires separate submittals).
2. The permittee shall assure that a copy of this permit is at the work site whenever work is being performed and that all personnel performing work at the site of the work authorized by this permit are fully aware of the terms and conditions of the permit. This permit, including its drawings and any appendices and other attachments, shall be made a part of any and all contracts and sub-contracts for work which affects areas of Corps of Engineers' jurisdiction at the site of the work authorized by this permit. This shall be done by including the entire permit in the specifications for the work. If the permit is issued after construction specifications but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. The term "entire permit" includes permit amendments. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions of the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps of Engineers jurisdiction.
3. Culverts shall be installed as specified in the Department of the Army Maine General Permit General Requirements listed on page 12-15, conditions 22 & 23.
4. Adequate sedimentation and erosion control devices, such as geotextile silt fences or other devices capable of filtering the fines involved, shall be installed and properly maintained to minimize impacts during construction. These devices must be removed upon completion of work and stabilization of disturbed areas. The sediment collected by these devices must also be removed and placed upland, in a manner that will prevent its later erosion and transport to a waterway or wetland.
5. All exposed soils resulting from the construction will be promptly seeded and mulched in order to achieve vegetative stabilization.

69°41'0"W 69°40'30"W 69°40'0"W 69°39'30"W 69°39'0"W 69°38'30"W

44°32'30"N

44°32'

44°32'0"N

44°32'

44°31'30"N

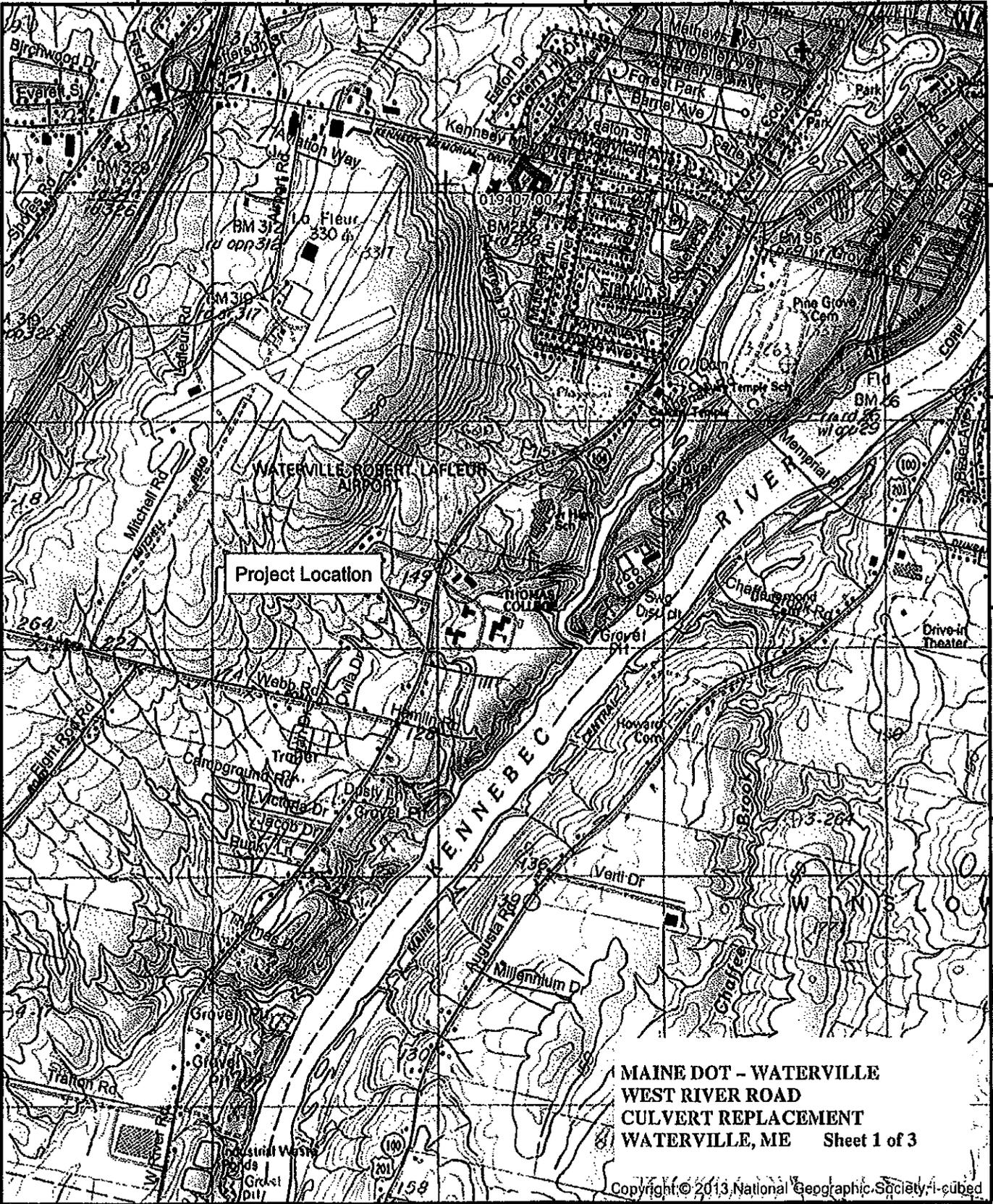
44°31'

44°31'0"N

44°31'

44°30'30"N

44°30'



Project Location

MAINE DOT - WATERVILLE
 WEST RIVER ROAD
 CULVERT REPLACEMENT
 WATERVILLE, ME Sheet 1 of 3

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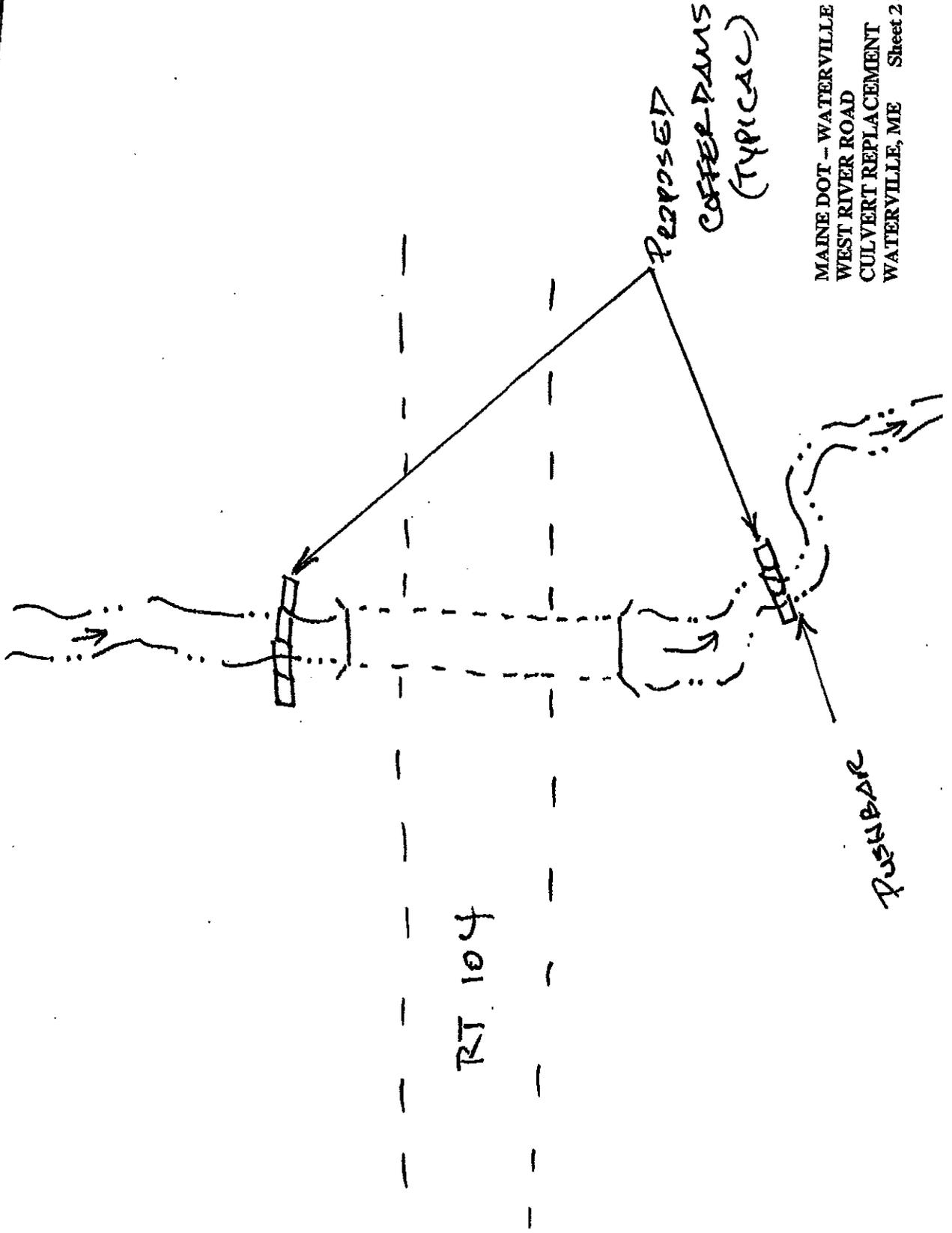
-69.67°
 44.52

MDOT Waterville
 Route 104



WATERVILLE RT 104

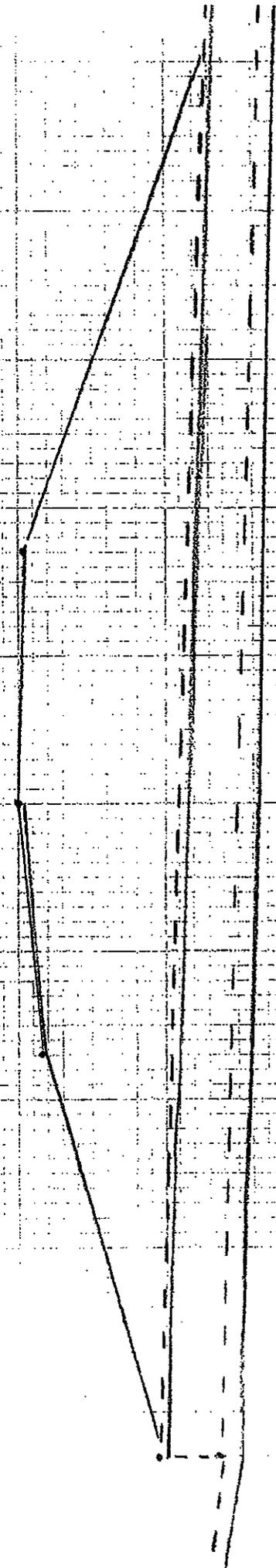
NOT TO SCALE



MAINE DOT - WATERVILLE
WEST RIVER ROAD
CULVERT REPLACEMENT
WATERVILLE, ME Sheet 2 of 3

BY THOMAS COLLEGE

50 40 30 20 10 0 10 20 30 40 50



EXISTING 48" ALUMINUM CMP 10%
EXISTING SLOPE 3%

REPLACE WITH 60" CMP 10%
INBED 15" ON BOTH ENDS



**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-2013-01057

Project Manager Clement

Name of Permittee: Maine Dept. of Transportation

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.

 * 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 *

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



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

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

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

Corps of Engineers Permit No. NAE-2013-01057 was issued to the Maine Dept. of Transportation on _____ . This work is located in an unnamed tributary to the Kennebec River at Waterville, Maine. The permit authorized the permittee to place temporary fill below the ordinary high water line in order to replace an existing failing culvert beneath West River Road. Approximately 300 s.f. of stream bed will be temporarily impacted.

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: _____

Telephone Numbers: () _____ () _____

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: Clement Submittals Required: No

Inspection Recommendation: Inspect as convenient

