CITY OF PORTLAND, MAINE

Department of Public Works

Capisic Pond Enhancements Project

Bid #3616

STATE OF MAINE
DAVID
A.
SENUS
10791
LICENSED
PROFESSIONAL ENGINEER

January 8, 2016

CAPISIC POND ENHANCEMENTS PROJECT
TABLE OF CONTENTS

Page	Description		
3	Advertisement: Notice to Contractors		
5	Notice to Bidders		
7	Proposal		
17	Sample Agreement between the City of Portland and Contractor		
22	Contract Documents and Specifications		
23	Special Provisions		
23		General	
33		Section 102 Bidding	
39		CAD File Transfer Agreement	
43		Anti-Idle Policy	
44	Supplemental Specifications		
44		Section 101	Contract Interpretation
45		Section 102	Bidding
46		Section 103	Award and Contracting
47		Section 104	General Rights and Responsibilities
49		Section 107	Time
50		Section 108	Payment
51		Section 110	Indemnification, Bonding, and Insurance
53		Section 201	Clearing Right of Way
54		Section 202	Removing Structures and Obstructions
55		Section 203	Excavating and Embankment
58		Section 206	Structural Excavation
59		Section 304	Aggregate Base and Subbase Courses
60		Section 603	Pipe Culverts and Storm Drains
61		Section 613	Erosion Control Blanket
62		Section 615	Loam, Seed and Mulch
66		Section 621	Landscaping
67		Section 629	Hand Labor
68		Section 631	Equipment Rental
69		Section 637	Dust Control
70		Section 652	Maintenance of Traffic
71		Section 656	Temporary Soil Erosion and Water Pollution Control
72		Division 700	Material Details
73		Section 703	Aggregates
76		Section 910	Channel Rehabilitation
79		Section 920	Wetland Biologist
		Appendix A	City of Portland, Level II Site Plan Permit. Signed Permit Approval
		Appendix B	Maine Department of Environmental Protection, Natural Resources Protection Act Individual Permit, Signed Permit Approval
		Appendix C	Maine Department of Environmental Protection, Natural Resources Protection Act Permit by Rule, Filed PBR Application
		Appendix D	United States Army Corps of Engineers, Maine General Permit, Signed Permit Approval
		Appendix E	United States Army Corps of Engineers, Maine General Permit Amendment, Signed Permit Amendment
		Appendix F	Maine Department of Environmental Protection, Stormwater Permit by Rule & Maine Construction General Permit, Permit By Rule and Notice of Intent Document
		Appendix G	Sediment Testing Memo

ADVERTISEMENT: NOTICE TO CONTRACTORS

Bid No. 3616
CITY OF PORTLAND, MAINE
DEPARTMENT OF PUBLIC WORKS

PROJECT: CAPISIC POND ENHANCEMENTS PROJECT

Sealed proposals, addressed to Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101, and endorsed on the outside of the envelope with the name of the Bidder, Project Name, and Bid number will be received until 3:00 PM (prevailing time) on Thursday, February 4, 2016, at which time they will be publicly opened and read.

LOCATION: Capisic Pond is located in Capisic Pond Park, which is located on the north side of Capisic Street, west of Stevens Avenue in the Rosemont neighborhood of Portland.

OUTLINE OF WORK: The project includes, but, is not limited to the following items:

1. Drain-down and management of base Capisic Brook flows to allow for construction in the dry.
2. Removal and disposal of vegetation and dredging of sediments from within proposed open water limits of Capisic Pond.
3. Construction of defined pond banks utilizing dredged materials as identified on the Construction Plans.
4. Disposal or beneficial use of excess dredge materials. Dredged material is classified by the Maine Department of Environmental Protection as a Special Waste, and a permit will be required for disposal or beneficial use of the excess dredged material removed from the site.
5. Planting of wetland vegetation around the perimeter of Capisic Pond.
6. Hiring and utilizing a biologist throughout construction for species management.

Local, state, and federal permits have been obtained for this project as outlined and included in the contract documents. The Contractor will be responsible for any expenses associated with non-compliance with any permit conditions. The Contractor will be required to obtain new or provide verification of existing permits for the disposal or beneficial use of the material dredged from Capisic Pond.

TIMING OF WORK: Due to permitting restrictions, dewatering of the pond shall begin on May 2, 2016, and excavation activities shall be limited to August 15, 2016 through November 1, 2016. All work shall be substantially complete by November 15, 2016, with Final Completion by November 30, 2016.

MANDATORY PRE-BID CONFERENCE

There will be a mandatory Pre-Bid Conference for this project held at the City of Portland Engineering Office, Department of Public Works, 55 Portland Street, Portland, Maine, at 10:30 am, on Tuesday, January 19, 2016. Firms not represented at this meeting will not be permitted to bid on this project.

In the event of inclement weather, please check the local media outlets, the City of Portland Purchasing website (www.portlandpurchasing.com) and/or call the City's Purchasing Office, 207-874-8654 regarding any postponement. If Portland Schools and/or City operations have been cancelled, any scheduled pre-bid meetings will be cancelled as well. NOTE: Every effort will be made to provide as much forewarning as possible regarding these decisions.

BIDDER'S QUALIFICATIONS

Eligible bidder shall have successfully completed a minimum of three wetland creation, restoration, and/or enhancement projects within the last ten years in New England. Bidder qualifications and references shall be submitted with the proposal.

GENERAL INFORMATION

Plans, specifications and proposal forms for the above named project may be seen at the City of Portland Engineering Office, Department of Public Works, 55 Portland Street, Portland, Maine or at the Purchasing Office, City Hall, Room 103, 389 Congress Street, Portland, Maine (phone 207-874-8654, fax 207-874-8652 or e-mail mff@portlandmaine.gov). Plans and proposal books are available for purchase on or after January 8, 2015 at the Purchasing Office, Room 103, City Hall, upon payment in advance of $100.00 for each set of plans and proposal book or $125.00 for each set of plans and proposal book to be mailed. Such payment will not be refunded. Each prospective bidder will be required to obtain from the City each copy of the proposal form and plan set. Partial sets will not be issued.

CITY OF PORTLAND, MAINE by: Office of Budget & Purchasing

NOTICE TO BIDDERS

Bid No. 3616
CITY OF PORTLAND, MAINE
DEPARTMENT OF PUBLIC WORKS

CAPISIC POND ENHANCEMENTS PROJECT

Sealed bids, addressed to Purchasing, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101, and endorsed on the outside of the envelope with the name of the Bidder, Project Name and Bid number will be received until 3:00 p.m. Thursday, February 4, 2016, at which time they will be publicly opened and read. Late, unsigned bids or bids submitted electronically shall not be accepted. Bids shall remain open to acceptance for thirty days from their opening.

Copies of the above documents will be available at the Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, ME 04101, upon payment in advance of $100.00 for each set of plans and specifications or $125.00 for each set of plans and specifications to be mailed. Each prospective bidder will be required to obtain from the City each copy of the proposal form and each set of plans; e-mail jrl@portlandmaine.gov, phone (207) 874-8654, or fax (207) 874-8652.

The goal of this enhancement project is to restore the open water component of the pond to a larger size (approximately four acres) and increase habitat diversity and interspersion in order to maintain the moderate-value IWWH rating. The proposed plan achieves this goal via cattail removal, wetland habitat creation, and by deepening portions of the pond. In general, this will be achieved by dredging portions of Capisic Pond that have been clogged by sediments and now contain monotypic stands of cattails. Most of the excavated materials will be relocated to the margins of the pond (using engineered bio-geo-textiles) to create shrubby wetland habitat.

BIDDER'S QUALIFICATIONS

Eligible bidder shall have successfully completed a minimum of three wetland creation, restoration, and/or enhancement projects within the last ten years in New England. Bidder qualifications and references shall be submitted with the proposal.

MANDATORY PRE- BID CONFERENCE

Before submitting bids, firms are required to attend a mandatory pre-bid conference, which will be held at 10:30 a.m. on, Tuesday, January 19, 2016, at the City of Portland Engineering Office, Department of Public Works, 55 Portland Street, Portland, Maine. Only firms represented at this meeting will be allowed to submit a bid for this contract.

In the event of inclement weather, please check the local media outlets, the City of Portland Purchasing website (www.portlandpurchasing.com) and/or call the City's Purchasing Office, 207-874-8654 regarding any postponement. If Portland Schools and/or City operations have been cancelled, any scheduled pre-bid meetings will be cancelled as well. NOTE: Every effort will be made to provide as much forewarning as possible regarding these decisions.

The successful bidder shall agree to defend, indemnify and save the City harmless from all losses, costs or damages caused by its acts or those of its agents, and, before signing the contract, will produce evidence satisfactory to the City's Corporation Counsel of coverage for General Public and Automobile Liability insurance in amounts not less than $400,000 per person, for bodily injury, death and property damage, protecting the contractor and the City, and naming the City as an additional insured from such claims, and shall also procure Workers' Compensation insurance.

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees. Bidders who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City's Treasury office, or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

All materials and equipment used as well as all methods of installation shall comply at a minimum with any and all Federal, OSHA, State and/or local codes, including applicable municipal ordinances and regulations.

It is the custom of the City of Portland, Maine to pay its bills 30 days following equipment delivery and acceptance, and following the receipt of correct invoices for all items covered by the purchase order. If your organization prefers to receive payment via electronic transfer rather than by check, please see the web link below* and include that EFT form with your bid submission. In submitting bids under these specifications, bidders should take into account all discounts; both trade and time allowed in accordance with this payment policy and quote a net price. The City is exempt from the State's sales and use tax as well as all Federal excise taxes.

* http://www.portlandmaine.gov/DocumentCenter/Home/View/817

Bids from vendors not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a vendor receive this Request from a source other than the City, please contact 207-874-8654 to ensure that your firm is listed as a vendor for this Bid.

EQUAL EMPLOYMENT OPPORTUNITIES

Vendor shall comply fully with the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and all other applicable laws, including the Maine Human Rights Act, ordinances and regulations regarding equal opportunity and equal treatment.

January 8, 2016

Matthew F. Fitzgerald
Purchasing Manager

PROPOSAL

Bid No. 3616
CITY OF PORTLAND, MAINE
DEPARTMENT OF PUBLIC WORKS

PROJECT: CAPISIC POND ENHANCEMENTS PROJECT

**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.

The bidder acknowledges the receipt of Addenda numbered: _____

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, INDIVIDUAL, OTHER:
_____

STATE OF INCORPORATION, IF APPLICABLE: _____

FEDERAL TAX IDENTIFICATION NUMBER (Required): _____

AUTHORIZED SIGNATURE: _____

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

PROPOSAL (CONTINUED)
** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL **

BID FORM
CAPISIC POND ENHANCEMENTS PROJECT
PORTLAND, MAINE

			UNIT PRICE		TOTAL PRICE	
Item No	Quantity	Item with Unit Bid Price Written in Words	Dollars	Cents	Dollars	Cents
203.2316	CY 8,500	Dredging - Processing & Disposal @ _____ _____ Per Cubic Yard				
203.236	LS 1	Capisic Pond Dredge and Enhancement @ _____ _____ Per Lump Sum				
203.24	CY 25*	Common Borrow @ _____ _____ Per Cubic Yard				
203.31	CY 25*	Crushed Stone, 703.31 - Type 'A' (Overdepth) @ _____ _____ Per Cubic Yard				
206.061	CY 25*	Earth Excavation, Below Grade (Overdepth) @ _____ _____ Per Cubic Yard				
206.07	CY 25*	Structural Rock Excavation @ _____ _____ Per Cubic Yard				
621.01	LS 1	Landscaping @_____ _____ Per Lump Sum				
629.05	HR 10*	Hand Labor, Straight Time @ _____ _____ Per Hour				
631.105	HR 10*	Air Tool and Compressor (including operator) @ _____ _____ Per Hour				
631.12	HR 10*	All Purpose Excavator (including operator) @ _____ _____ Per Hour				
631.13	HR 10*	Bulldozer (including operator) @ _____ _____ Per Hour				

PROPOSAL (CONTINUED)
** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL **

BID FORM
CAPISIC POND ENHANCEMENTS PROJECT
PORTLAND, MAINE

			UNIT PRICE		TOTAL PRICE	
Item No	Quantity	Item with Unit Bid Price Written in Words	Dollars	Cents	Dollars	Cents
631.171	HR 10*	Truck - Small (including operator) @ _____ _____ Per Hour				
631.22	HR 10*	Front End Loader (including operator) @ _____ _____ Per Hour				
631.36	HR 10*	Foreman, Straight Time @ _____ _____ Per Hour				
637.071	LS 1	Street Sweeping & Dust Control @ _____ _____ Per Lump Sum				
652.38	HR 10*	Flagger @ _____ _____ Per Hour				
652.39	LS 1	Work Zone Traffic Control @ _____ _____ Per Lump Sum				
656.75	LS 1	Temporary Soil Erosion & Water Pollution Control @ _____ _____ Per Lump Sum				
658.80	LS 1	Stormwater Bypass Pumping @ _____ _____ Per Lump Sum				
920.10	AL 1	Wetland Biologist @ Twenty Thousand dollars and zero cents _____ Per Allowance	$20,000.00		$20,000.00	

OUTFALL IMPROVEMENTS BID	Total Cost
Total Amount of Base Bid, Written And In Figures Based on Estimate of Quantities _____ _____	

PROPOSAL (CONTINUED)
** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL **

The pay items with quantities marked with an asterisk (*) on the bid sheets are not anticipated at time of bid and therefore are indeterminate. These items are part of the Contract Proposal and will also be used should any extra work be necessary. Actual quantities will be measured in the field or calculated from the contract drawings. The unit bid prices will be used to calculate payment amounts regardless of final quantities.

Capisic Pond Enhancements Project Bid = $ _____
(Basis of Award)

The undersigned also agrees as follows:

FIRST: To do any extra work, not covered by the above schedule of items, which may be ordered, and to accept as full compensation therefore such prices as may be agreed upon in writing by the Engineer and the Contractor; or in case no agreement is made, to accept as full compensation the amount determined upon a "force account" basis as provided in the M.D.O.T. Standard Specifications, most recent edition.

SECOND: To begin work on the date specified in the Engineer's "Notice to Commence Work" and to prosecute said work in such a manner as to complete it within the time limits given in the Special Provisions. Further, that monies will be deducted as liquidated damages at the rate specified in Subsection 107.7.2 "Schedule of Liquidated Damages" for each day that the work shall remain uncompleted after the time herein specified for completion of the work.

THIRD: That this offer is to continue open to acceptance until the formal contract is executed by the successful bidder of this work, and the City may at any time without notice accept this proposal whether any other proposal has previously been accepted or not. Provided, however, that the City will accept, in writing, one of the proposals made, or reject all proposals made, within sixty (60) calendar days after the date of opening of the proposals.

The undersigned as Bidder, declares that the only persons or parties interested in this Proposal are those named herein; that the bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on this contract; and that this Proposal is made without collusion with any other person, firm or corporation.

“The undersigned declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or you.) If in doubt as to status or interest, please disclose to the extent known.”

Respectfully submitted this _____ day of _____, 2016

PROPOSAL (CONTINUED)
**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

IF A FIRM OR PARTNERSHIP, SIGN HERE

Signature of Bidder_____

Name of Firm or Partnership_____

Business Address_____

Email Address_____

Telephone Number_____ Fax Number_____

Soc. Sec. No. or Tax I.D. Number_____

Names and Addresses of Members of Firm or Partnership:

_____

_____

IF A CORPORATION, SIGN HERE

Name of Bidder_____

Authorized Signature_____
(Name) (Title)

Business Address_____

Email Address _____

Telephone Number_____ Fax Number_____

Soc. Sec. No. or Tax I.D. Number_____

Incorporated under the Laws of the State of_____

Names and Addresses of Officers of the Corporation:

President_____

Secretary _____

Treasurer _____ss
Before me, personally appeared _____ and acknowledged that the signature to the preceding bid is his/her signature in his/her official capacity.

Date: _____

_____
Notary Public - Signature and Seal

PROPOSAL (CONTINUED)
**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

ALL CORPORATIONS MUST SIGN THIS FORM
AND SUBMIT WITH THE BID PROPOSAL

(Insert copy of that part of the records of the corporation wherein authority is given to the officer of that corporation to sign this bid on behalf of the corporation.)

_____

_____

_____

_____

_____
(date)

The above is a true copy of the records of the_____

Corporation, which records are in my legal custody.

_____
Officer having custody of the records

_____ss

Before me appeared, _____, _____

_____ of the _____ Corporation, and made

oath that the above statement is true.

_____
Notary Public - Signature and Seal

PROPOSAL (CONTINUED)
** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL **

NOTICE

(This Must Be Filled Out)

The full names and residences of all persons interested in this bid as principals are as follows: (In case of Corporation, include and identify President, Treasurer, Manager)

_____	_____
_____	_____
_____	_____

PROPOSAL (CONTINUED)
** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL **

ALL CONTRACTORS SHALL FILL IN THE FOLLOWING INFORMATION BEFORE SUBMITTING BID

	Name and Address of Materials Supplier	Materials to be Supplied
1		
2		
3		
4		
5		
6		
7		

	Name and Address of Contractor	Service or Trades to be Supplied	Anticipated $ Amount
1			
2			
3			
4			
5			
6			
7			

PROPOSAL (CONTINUED)
**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

BIDDER'S QUALIFICATIONS

The following data, statements of experience, personnel, and general qualifications of the Bidder are submitted as a part of the Bid and the Bidder represents and guarantees the truthfulness and accuracy thereof and its ability to meet the qualifications requirements specified forth in the General Requirements. Attach additional sheets as necessary, properly cross referenced.

A. Bidder's organization is a _____ (entity type) and has been in business continuously from the year _____.

B. Bidder's organization has had experience in construction comparable to that required by the Contract Documents as a prime contractor for _____ years or as a subcontractor for _____ years.

C. An eligible bidder shall have successfully completed a minimum of three wetland creation, restoration, and/or enhancement projects within New England in the last ten years, utilizing accepted restoration practices. Submit references (Client/Owner) who will attest to the bidder's performance on these projects; a positive verification of the bidder's performance on these projects is a prerequisite of award of contract. Complete the following list with a minimum of three projects/references for verification by the City:

Client/Owner Name/Address	Project Name/Location	CURRENT Contact Name, Phone, Email	Time Period

Attach descriptions for each project, including project size, scope, and contract values.

PROPOSAL (CONTINUED)
**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

D. The following supervisory personnel are currently employed by the Bidder and available for assignment to the Project (project manager, superintendents, principal foremen and engineers).

Name	Title	Years of Experience

Attach detailed resumes of qualifications, previous employers and experience for each.

E. The proposed landscaping subcontractor shall have completed a minimum of three wetland creation, restoration, and/or enhancement projects within New England in the last ten years, utilizing accepted restoration practices. Submit references (Client/Owner) who will attest to the landscaping subcontractor's performance on these projects; a positive verification of the landscaping subcontractor's performance on these projects is a prerequisite of award of contract. Complete the following list with a minimum of three projects/references for verification by the City:

Client/Owner Name/Address	Project Name/Location	CURRENT Contact Name, Phone, Email	Time Period

Attach descriptions for each project, including project size, scope, and contract values.

This is a Sample Contract or Agreement ONLY; the final terms and conditions in the actual Agreement will be determined by the City's Corporation Counsel Office, and may contain additional provisions.

SAMPLE AGREEMENT BETWEEN THE
CITY OF PORTLAND
AND

_____

AGREEMENT entered into this _____ day of _____, 2016, by and between the **CITY OF PORTLAND**, a body politic and corporate, (hereinafter the "**CITY**"), and___ _____, a corporation with a mailing address of_ _____ (hereinafter the "**CONTRACTOR**").

W I T N E S S E T H

WHEREAS, the **CITY** did advertise for Requests for Bids by Bid # 3616, titled "Capisic Pond Enhancements Project"; and

WHEREAS, the **CONTRACTOR** did under date of _____, 2016, submit a bid for such work; and

WHEREAS, after due consideration of all of the bids the **CITY** did award the bid to the **CONTRACTOR**; and

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The **CONTRACTOR** will furnish the materials, supplies, equipment and labor and will perform all work required to construct the aforementioned enhancements to Capisic Pond (hereinafter the "Work"), in accordance with the specifications contained in the Notice and Specifications issued to the Contractors under date of January 8, 2016 by the Purchasing Manager for the City of Portland, and also in accordance with **CONTRACTOR**'s Proposal dated _____.

   A copy of said Notice and Specifications and **CONTRACTOR**'s Proposal are attached to this Agreement and made a part hereof as Exhibits A and B respectively. The restatement of any of the terms contained in the Notice and Specifications or Proposal shall not be deemed to waive any terms not so restated. If a disagreement is found between the said attachments and this document, then this document shall govern; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible.

2. **CONTRACTOR** covenants and agrees that all work performed and materials used shall be free from all defects, and that all work shall be performed in a good

workmanlike manner. Unless a longer warranty period is specified in the attachments hereto, all Work provided hereunder shall be warranted by **CONTRACTOR** for one (1) full year from the date of completion of all Work hereunder and acceptance thereof by the **CITY**. Notwithstanding the foregoing, any longer period specified in the attachments shall stay in effect. **CONTRACTOR** shall perform in compliance with all applicable federal, state and local laws and rules and shall obtain at its own cost all necessary permits.

3. Prior to the execution of this Agreement, CONTRACTOR will procure and maintain Public Liability Insurance coverage and Automobile Insurance coverage for the Work agreed to under this Agreement and as outlined within the contract documents, whether such operations be by themselves or by any subcontractor under them, with a limit of liability of not less than $1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than $1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $500,000 for all property damage sustained by any one person in any one accident-, and a limit of liability of not less than $500,000 aggregate for any such damage sustained by two or more persons in any one accident. CONTRACTOR shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice to CITY of termination of insurance from insurance company or agent.

4. The **CONTRACTOR** shall furnish to the **CITY**, upon execution of this Agreement, a Contract Performance Bond and a Contract Labor and Material Payment Bond each in the amount of _____Dollars ($ _____.00), guaranteeing one hundred percent (100%) performance of this Agreement, including the guarantee period, and free and clear of any and all liens, attachments and encumbrances.

   The Bonds shall remain in effect for one (1) year after final acceptance of the Work, and protect the **CITY**'s interest in the one (1) year guaranty of workmanship and materials, and also shall insure settlement of claims, for the payment of all bills for labor, materials and equipment by the **CONTRACTOR**.

5. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

   CONTRACTOR shall further defend, indemnify and hold the **CITY** harmless from any claim or lien of any nature filed against the **CITY** or its property as a result of services performed or materials provided under this Agreement by a subcontractor, supplier or anyone employed by **CONTRACTOR.** In the event such claim or lien is filed against

CITY, CONTRACTOR shall defend such claim on behalf of **CITY** by counsel acceptable to **CITY** or shall otherwise discharge such claim or lien by a means acceptable to **CITY**. **CITY**'s acceptance hereunder shall not be unreasonably withheld.

6. **CONTRACTOR** shall begin Work upon issuance of a notice to proceed issued by the **CITY**'s Director of Public Works (hereinafter "Director") but no earlier than May 2, 2016, shall complete all work within the park no later than November 1, 2016, and shall reach substantial completion of all work no later than November 15, 2016 and final completion no later than November 30, 2016. The time for performance may be extended by the written consent of the Director or her designee.

7. The **CONTRACTOR** shall perform the work to the satisfaction of the responsible **CITY** official who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by the **CITY** under this Contract. **CITY** inspectors will have the authority to stop work in progress if such work is being done contrary to the plans, specifications, or engineering practice. In the event that any dispute arises as to the amount, nature or scope of the Work required under this Contract, the decision and judgment of the responsible **CITY** official will be final and binding.

8. Upon performance of all the terms and conditions of this Agreement, **CITY** will pay **CONTRACTOR** _____Dollars ($ _____.00), in full payment for the **CONTRACTOR**'s performance.

9. **CONTRACTOR** shall keep accurate records of all Work performed and furnished under this Agreement and shall submit such information on monthly invoices. Payment for such Work shall be made to **CONTRACTOR** not more than thirty (30) days after receipt of an invoice and acceptance of the Work by the **CITY**.

10. **CITY** reserves the right to require **CONTRACTOR** to provide waivers of lien for labor and materials prior to the issuance of final payment by the **CITY**.

11. Payment shall be in accordance with Section 108 – Prior to substantial 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 may determine or Owner may withhold, including but not limited to liquidated damages in accordance with general conditions:
    a. 95 percent of work completed (with balance being retainage); and
    b. 95 percent of cost of materials and equipment not incorporated in the work (with balance being retainage)

    Upon substantial completion, Owner shall pay an amount sufficient to increase total payments to the Contractor to 98 percent of the work completed, less such amounts as Engineer shall determine in accordance with general conditions. The final two percent of the value of the Work shall be retained for a period of one year from the date of substantial completion.

12. The **CITY** may terminate this Agreement for cause by written Notice to the **CONTRACTOR**. In the event of such termination, **CONTRACTOR** shall receive compensation for any satisfactory work completed prior to termination.

13. The **CITY** shall have the right to terminate this Agreement at any time for its convenience on prior written Notice to **CONTRACTOR**. If Agreement is terminated by the **CITY** for convenience, the **CITY** shall pay the **CONTRACTOR** for any unpaid, unrecovered, or unrecoverable out-of-pocket costs for supplies, materials and/or services provided or amounts expended or incurred in reliance on this Agreement prior to the effective date of such notice.

14. Any disputes arising out of or in the course of this Agreement, which are not settled by mutual agreement of the parties, shall be resolved in the courts of the State of Maine.

15. Out of concern for the public, **CITY** employees and **CONTRACTOR**'s employees, all work performed by **CONTRACTOR** shall be in conformance with pertinent OSHA, local, state and federal government regulations.

IN WITNESS WHEREOF, the said **CITY OF PORTLAND** has caused this Agreement to be signed and sealed by Mark H. Rees, its City Manager, thereunto duly authorized, and _____has caused this Agreement to be signed and sealed by _____, its _____ thereunto duly authorized, the day and year first above written.

WITNESS:

_____

WITNESS:

_____

CITY OF PORTLAND

By:_____
Jon Jennings
Its City Manager

_____

By:_____

_____
(Print or type name)

Its_____

Approved as to form:

_____
Corporation Counsel's Office

Approved as to funds:

_____
Finance Director

CONTRACT DOCUMENTS AND SPECIFICATIONS

The City of Portland, Maine has adopted for this project the "State of Maine, Department of Transportation, Standard Specifications" most recent edition, including all current additions or modifications thereof, (hereinafter referred to as “Standard Specifications”). A copy of the Standard Specifications can be found online at http://www.maine.gov/mdot/contractors/publications/.

PRIORITY OF CONFLICTING CONTRACT DOCUMENTS

If the Contractor discovers any ambiguity, error, omission, conflict, or discrepancy (“ambiguity, etc.”) related to the Contract Documents that may significantly affect the cost, quality, Conformity, or timeliness of the Work, the Contractor must comply with Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered of the MDOT Standard Specifications.

In the case of ambiguity, etc., the following components of the Contract Documents shall control in the following descending order of priority:

City of Portland Bid Amendments (most recent to least recent)
Project Specific Permit Requirements
City of Portland Special Provisions
City of Portland Notes on Plans
City of Portland Plans
City of Portland Supplemental Specifications
City of Portland Supplemental Standard Details
MDOT Repair Specifications
MDOT Standard Specifications
City of Portland Standard Details

SPECIAL PROVISIONS
GENERAL

The following Supplemental Specifications and Special Provisions shall amend the "State of Maine, Department of Transportation, Standard Specifications, Revision of December," most recent edition. 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.

1. <u>Working Hours</u>

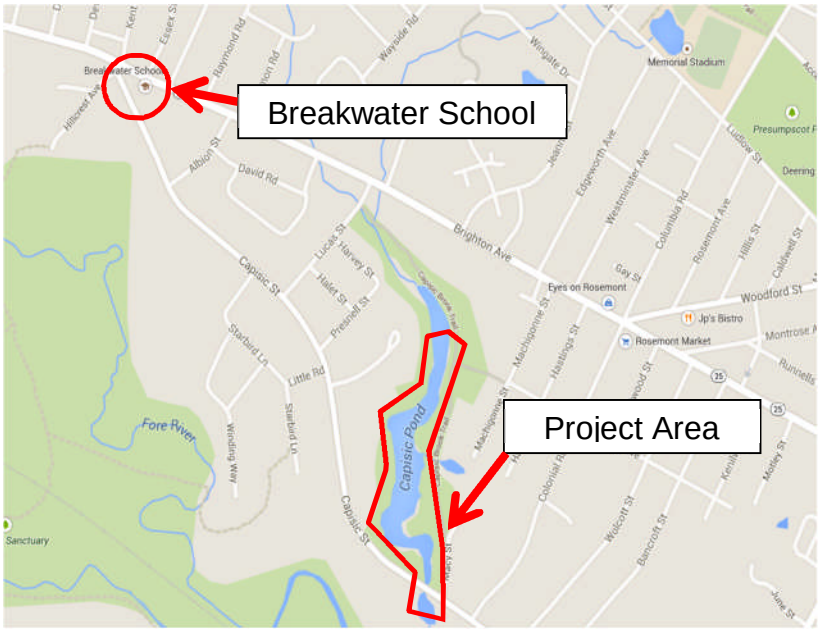
   No work shall be performed during the following hours, without prior written approval from the Director of Public Works.

   A. From September 1 of any year through May 31 of the following year, no construction work shall be performed between 7:00 p.m. of any day and 7:00 a.m. of the following day.
   B. From June 1 of any year through August 31 of the same year, no construction work shall be performed between 8:00 p.m. of any day and 7:00 a.m. of the following day.
   C. On Saturdays, Sundays, and legal holidays, construction work shall not be performed before 8:00 a.m.

   Construction shall not interfere with the normal flow of traffic on arterial streets. The full inbound roadway lane width shall be maintained between 7:00 a.m. and 9:00 a.m. and the full outbound roadway lane width shall be maintained between the hours of 3:30 p.m. and 6:00 p.m.

   The definition of work for the purpose of this provision shall include the starting or moving of equipment, machinery, or materials. Any day worked for four hours or more shall be considered a full working day.

   Contractor shall be required to adjust travel routes such that construction vehicles do not pass in front of the Breakwater School entrance located at 469 Capisic Street, northwest of the project site during school arrival and departure times (7:30-9:00 AM and 2:15-3:15 PM). Contractor shall coordinate with the City of Portland and Breakwater School at the time of construction to verify current arrival and departure times and to verify start date of school year.



2. Utility Coordination
   The project may include construction in proximity to electrical, water and gas utility service and transmission lines. The Contractor will be responsible for notifying utility representatives of the anticipated construction schedule. The Contractor will be responsible for all utility coordination, protection of existing infrastructure and any damages to existing utilities as a result of the work at no additional cost to the City.

   Contractor shall perform test pits as shown on the drawings and TV inspection as outlined in the specifications, for the existing 24-inch RCP sewer pipe crossing the pond, and provide results to the City for evaluation prior to start of construction work in that area. Construction activities may not damage this existing pipe.

3. Notification of Residents
   Residents shall be notified by the Contractor sufficiently in advance of any construction affecting the resident's driveway and sidewalk to allow adequate time for his removal of personal vehicles. Locations of curb cuts for drive access affecting individual residents shall be brought to their attention.

   Contractor shall coordinate with property owners on Macy Street at least 48 hours in advance of any activities that may temporarily impede access to their driveways. Long term blocking of driveways for construction access or by construction equipment and materials shall not be allowed.

4. Traffic Signs
   All existing traffic signs which are to be removed during construction shall be carefully dismounted and the posts removed and shall be stacked in an area approved by the Engineer. The Contractor shall protect the signs from damage while in his possession and shall repair, at no additional cost to the City, any damages cause by his operations.

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

   Prior to the start of any construction work, the Contractor and Engineer shall prepare a mutually 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. The signs shall be inventoried by station location and approximate offset, legend of sign and post.

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

5. Protection of Trees
   The Contractor shall be responsible for the preservation of all trees on the project which are not called to be removed. Any trees damaged by the Contractor's operations shall be repaired using approved tree dressing or paint in accordance with the appropriate provisions of Section 201 of the Standard Specifications. Any tree damaged by the contractor shall result in a financial penalty of $1,500 for each incidence. Damage shall include any and all impacts to trees to include but not limited to limb/tree breakage, damage to tree trunks, roots structure and any incidental impacts.

   a) Tree protection standards - This shall include construction fencing / protection of the tree root zone, no storage of construction equipment or materials within the drip line area of existing trees. Pro-active tree pruning prior to construction activities is required and shall be coordinated with the City Arborist. This cost shall be incidental to the costs of construction.

The web sites below outline information on preventing tree damage:
http://treesaregood.com/treecare/resources/Avoiding_Tree%20damage.pdf

http://www.extension.umn.edu/distribution/housingandclothing/DK6135.html

6. 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, flashers, electronic variable reader boards, barriers and temporary lighting devices of sufficient size and number to afford protection to the traveling public. 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.

The Contractor shall provide and maintain electronic variable message boards (VMB's) throughout construction. The Contractor shall provide up to five VMB's two weeks prior to and for the first two weeks of construction at locations designated by the City of Portland. During construction, the Contractor shall provide and maintain two VMB's at locations stipulated by the City of Portland.

The Contractor must submit their traffic plan to the City of Portland Transportation Engineer for review and approval, 3 working days prior to the pre-construction meeting. The traffic plan must include and meet the requirements of the City provided traffic control plan and contract documents together with any additional traffic control provisions to ensure the efficient and safe passage of the public.

Guidelines for the construction and erection of barricades, lighting devices, warning signs, etc. may be found in the most recent edition of "Manual on Uniform Traffic Control Devices for Streets and Highways" published by the Department of Transportation of the Federal Highway Administration. This work shall be considered a subsidiary obligation of the contract for which no specific payment will be made.

This project will include traffic maintenance requirements which shall be the contractor's sole responsibility to provide and maintain at the contractors expense. The contractor shall be responsible for cooperating with the City and shall make modifications/changes to the traffic control as directed by the City. Signage and barricades may need to be relocated, modified or supplemented throughout construction as directed by the City and responsive to neighborhood and traffic flow. The Contractor shall promptly provide additional signage including custom signage as necessary and directed by the City. No extra payment will be made.

The Contractor shall maintain an accessible pedestrian route (meeting A. D. A. requirements) along Capisic Street and Macy Street at all times. The construction site is adjacent to active pedestrian trails that may be closed as necessary. The Contractor shall coordinate with the City of Portland and with Portland Trails (Jaime Parker (207) 775-2411) on trail closure and reconstruction time frames.

7. Site Access
Access locations to the Pond have been identified on the Construction Plan. The access locations on Macy Street and Capisic Street shall be the primary locations for access to the Pond. Temporary access at the Rockland Avenue outfall shall be provided only to allow for installation and maintenance of flow bypass systems.

Alternative access locations may be considered by the City upon written request with detailed plans showing alternative locations; however, acceptance of alternate access locations is not guaranteed and the Contractor shall structure their bid considering that access will only be granted

as currently depicted on the plans. If alternate access is proposed across private property locations and approved by the City, the Contractor shall provide the City with executed access agreements between the Contractor and private property owner.

The Contractor shall limit all work activity to a field-delineated area defined by the Limit-of-Work lines depicted on the plan around the perimeter of the pond. In advance of work, the Contractor, accompanied by the Engineer and/or other representatives of the City (Arborist, Landscape Architect), shall field stake the limits of disturbance by means of painted wooden stakes, snow-fence or other delineator provided by Contractor and acceptable to City, to clearly identify the limits of disturbance. The limit of disturbance delineators shall be maintained throughout the construction period by the Contractor. All work activity is to be performed within the identified limit of disturbance area.

If the Contractor anticipates the need to work outside of the marked limit of disturbance, the Contractor shall request, in writing, permission to modify the limit of disturbance and shall provide a satisfactory reason for the need to work beyond the marked limit of disturbance in advance of performing the work. The request shall be submitted for review and approval by the Engineer and/or Regulatory Authority. Satisfactory reasons may include unanticipated work that must occur outside of the delineated limit of disturbance or unforeseen hardship that could not be anticipated from the information contained within the contract documents that effects project schedule.

8. Traffic/Truck Routes
   Traffic near the Breakwater School shall be managed as previously identified in the "Working Hours" section above. Alternate vehicle routes may be utilized. Vehicle routes may not utilize local/residential neighborhood streets. Equipment deliveries to the site and the truck route for the removal/disposal of dredge materials will be dictated by the City of Portland's Traffic Engineer. The Contractor can present preferred route(s) to the City's Traffic Engineer; however, the ultimate decision on allowable truck routes in proximity to the site will be that of the City.

9. Materials
   Materials shall meet the requirements specified in the specifications. Equals shall be considered so long as the contractor can supply sufficient product material and testing data to show that the equal meets or exceeds the performance data of the product identified on the contract documents.

10. Survey
    The Contractor shall be responsible for establishing construction layout for the project. All layout and survey required for the project, shall be done by a competent Engineer or Surveyor.

11. Sheeting and Bracing
    Any sheeting or bracing required for the satisfactory installation of drainage structures and pipes shall be considered as incidental to the appropriate bid item, and not paid for separately. Design, maintenance and all work associated with Sheeting and Bracing is the contractors responsibility and shall be considered incidental to the cost of work. Contractor shall have a Maine Licensed Professional Engineer design all sheeting and bracing. Contractor shall ensure sheeting and bracing due not undermine or impact the bearing capacity/strength of the underlying soils.

12. 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.

13. Pre-construction Conference
A conference will be held at a location as identified by the City and the Contractor 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, the Planning Division Development Review Coordinator, the City Arborist, representatives from Portland Trails, representatives from the MaineDEP, and representatives of the various utility companies involved in the project will be invited at this meeting. The Contractor shall coordinate the setup of the 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 offering suggestions to the Contractor concerning proposed schedule in order that full cooperation may be reached.

14. Construction Sequence Submittal
The contract documents primarily present the requirements of the completed work product, and have limited guidance and/or requirements related to contractor means and methods for performing the work. Any requirement or prohibition of means and methods identified per the contract documents shall govern; however, where not defined, the means and methods by which the Contractor completes the work will largely be at the discretion of the Contractor, so long as the Contractor's activities do not violate the construction documents or any local, state, or federal regulations.

The Contractor is required to prepare and submit a construction sequence plan for review and approval by the City of Portland at least 5 days prior to the start of construction. The construction sequence plan shall define the equipment proposed to complete the work; the sequence by which the construction activity will commence from mobilization through to completion; the overall project schedule inclusive of phasing as needed; the erosion and sediment control practices proposed by the contractor within the pond and at the site access locations; the base flow and high flow bypass strategy for Capisic Brook; disposal and dewatering practices for the excess dredge material; pond filling, clean-up and stabilization of site access areas; and acknowledgement of permit condition compliance, as applicable. The sequence of construction plans shall be detailed to a sufficient level to convey the methods by which the pond water level will be drawn down, how the brook will be bypassed, where and how access will be established within the pond for dredging equipment, how the dredging activity will proceed, and how access will be provided for planting materials.

The submittal shall include a detailed schedule showing the sequencing, critical path items, milestones and scheduling of the work. This schedule must show sufficient detail to insure compliance with the contract completion dates. Updates will be required as work progresses

15. Setting of Pipes to Line and Grade
If laser beam equipment is used for laying storm drain pipe, frequent checks shall be made to assure close adherence to line and grade. If lasers are not used, batter boards are to be set at maximum twenty-five foot (25') intervals and grades transferred to the boards with a transit, level, or line level. Setting pipes to grade by use of "pop" levels or carpenter levels will not be permitted.

16. Extent of Open Excavation
The extent of excavation open at any one time shall be controlled by OSHA regulations and by existing conditions and location of work area including work limits specified on contract drawings and required for construction.

17. Traffic Officers
The presence of Portland Police will be a determination made by the Traffic Engineer based on the contractors submitted traffic control plan. If Police are required, the City will hire and reimburse them. The Police Department requires 48 hours' notice for any Police detail onsite.

18. Limitation of Operations
The Contractor shall conduct the work at all times in such a manner and in such sequence as will assure the least interference with traffic. Contractor shall not open up work to the prejudice or detriment of work already started. The Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional sections, if finishing such section is essential to public convenience.

The Contractor shall be required to construct roadway subbase concurrent to trench backfilling operation if the street is not being reconstructed.

Waste and surplus material shall not be stockpiled, except as allowed temporarily for on-site dewatering of dredge material prior to removal from the site, and shall be disposed of in areas as designated in Section 203.06, Waste Areas, of the Supplemental Specifications, or as otherwise noted in these Contract Documents.

19. Dust Control For Street
Calcium chloride shall be spread only on disturbed unpaved areas. Calcium chloride shall not be spread on paved areas that are covered by granular material. These areas shall be swept clean of all granular material. Dust on paved areas shall be controlled with water before sweeping.

20. Trench Pavement Replacement
The Contractor shall be responsible for repairing any trench pavement that has experienced excess settlement, cracking or opening of pavement joints. Repair may include overlay, removal of unacceptable material and complete replacement, joint sealing or recutting pavement as required. This work may be necessary after final acceptance of the work and prior to expiration of the maintenance bond. This work shall be done at no additional cost to the City.

21. City of Portland's Street Excavation Ordinance
The Contractor is hereby advised that all work shall conform to the regulations of Chapter 25 of the Municipal Code, "Excavations in Public Places", as currently amended. The Contractor shall be responsible for obtaining and completing the Street Opening Application but will not be charged for the Street Opening Permit for the Excavation.

22. Questions Regarding Plan and Documents
All questions shall be directed in writing ONLY to the Purchasing Office at the above address and be received at least five business days prior to the bid opening date (FAX 207-874-8652, or E-mail jrl@portlandmaine.gov). Questions received after this time will not be addressed. Responses from the City that substantially alter this bid will be issued in the form of a written addendum to all bid holders registered in the Purchasing Office. Oral explanations or interpretations given before the award of the contract will not be binding.

Questions received after this time will not be addressed. Responses from the City that substantially alter this bid will be issued in the form of a written addendum to all bid holders registered in the Purchasing Office. Oral explanations or interpretations given before the award of this contract will not be binding. Receipt of any addenda must be acknowledged in writing as part of a proposal. Each bidder shall be responsible for ensuring that they have received any and all addenda. The City shall not assume responsibility for the receipt by the Contractor for any addenda.

23. Record Drawings
The Contractor shall keep daily records of all changes in the work, ties to all new service connections, and elevations of all inverts. Upon completion of the project, the Contractor shall deliver to the Engineer a marked-up set of plans with all changes and required information

indicated in red. The Contractor shall maintain a record of all service lead locations and locations of buried fittings, etc., throughout the project. The locations shall be recorded by 3 ties from fixed permanent points. Prior to requesting final payment, the Contractor shall submit the records in triplicate bound form. The records shall be clearly legible and include the street, tax map, lot number and reference contract drawing number. A blank form is provided at the end of this section and is to be used by the Contractor for preparation of record ties. Prior to requesting final payment, the Contractor shall submit these records to the city and the engineer in a clearly legible form in order to produce Record Drawings. Once all information has been received and verified then the City will produce the record drawings from the information received.

24. 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. The Contractor shall notify the City of the final waste disposal location and if so located in the City shall be responsible to provide evidence of all necessary local fill permits and State permits at no extra cost to the City.

25. Dredge Materials

Work will require the excavation of existing materials within the pond, as defined on the plan. Material removed from beneath surface water is defined as dredge material. Portions of the dredge materials shall be reused on-site for grading. Excavated dredge materials from the project site that are not utilized as on-site fill shall be disposed of or reused at an off-site location in accordance with all local, state, and federal regulations. Dredged material is considered to be a special waste, and any disposal or beneficial use site for the waste requires licensing from the Maine DEP. The Contractor shall be responsible for obtaining any required license, or providing proof of existing valid license for beneficial use or disposal of the waste material. Any testing, soil amendments, dewatering requirements, tipping fees, or other requirements of the Contractor's selected disposal or beneficial use site shall be the responsibility of the Contractor.

Pond sediments have been analyzed for pollutant parameters in accordance with "Test Methods for Evaluating Solid Wastes: Physical/Chemical Methods, SW-846, 2nd Edition, 1982" and compared against the MaineDEP limits for beneficial reuse, as described in MaineDEP Chapter 418, Section A. These analyses indicate that the material to be removed from the Pond is of sufficient quality to meet Beneficial Use criteria. The results of these analyses are summarized in a report entitled Capisic Pond Sustainability Plan Phase 1 dated July 2012; a copy of the report is attached to these Contract Documents. The full set of laboratory testing results can be made available upon request.

Excavation of dredge material may include some boulders. Boulders that are 12-inches or more in diameter, consist of sound rock, and are free of adhering sediment or other contaminants shall be classified as inert fill and may be disposed of in accordance with the Maine DEP's requirements for disposal of inert fill.

Stockpiling of materials shall be allowed within the limit of work area, in the areas as identified on the construction plans, or in other areas identified by the Contractor and approved by the City, so long as the stockpile locations are not within the potential area of high-water flow and so long as stockpiles do not impact access along Macy Street or Capisic Street, or private driveways. Dewatering of dredge materials by means of mechanical equipment / presses shall NOT be allowed within the work area. Dewatering activities by means of mechanical equipment / presses, as determined necessary, must take place at the off-site disposal location.

Trucks that remove dredge material from the site shall be water-tight, or the dredge materials shall be sufficiently dewatered through natural drain-down so as not to result in water leaking from the bed of the truck.

26. Quality Assurance
The Contractor shall be responsible at all times for maintaining top quality assurance during performance of his work. Particular attention to compaction shall be paid during backfilling operation. Strict adherence to Section 203.11 and 304.04 of the Maine Department of Transportation Standard Specifications will be required for all subgrade and subbase/base operations.

If required, in-place density tests of the backfill material will be conducted by an independent testing laboratory. The amount and frequency of testing will be determined at the time of construction. A minimum of one density test per 100 feet of trench may be required. The Contractor shall be responsible for procuring and paying for the testing services. Satisfactory compaction shall be a minimum of 90% of the maximum density for the embankment and a minimum of 95% of the maximum density for gravel base course and subbase gravel course.

The use of an independent testing laboratory, by the Contractor, shall receive prior approval from the Engineer. Payment will be made under Items 654.08 - Trench Density Test, 654.09 - Roadway Density Test or 654.10 - Embankment Density Test.

27. Sanitary Facilities
The Contractor shall provide self-contained toilet units in sufficient numbers for use of all persons involved in the work.

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

29. Subsurface Soils Information
All subsurface soils information, including but not limited to ledge, boring, refusal, or groundwater elevations, is approximate only and is shown on the Drawings for design purposes only and the convenience of the Contractor. The Contractor shall make his own investigations regarding the actual location and/or nature of such information and shall not rely on nor make claims for any extra payments based on the information shown on the drawings.

30. Unauthorized Use of Fire Hydrants
In conformance with the Maine State Department of Human Services, the Portland Water District requires the use of an approved air gap or reduced pressure zone back flow-device to assure the protection of the public water supply when filling tank trucks, street sweepers, jet machines or any other related equipment, or any other needs that require a connection to a public or private hydrant. Private contractors providing services to the City for, street sweepers, jet machines, and lining services, are required to apply to the Portland Water District for a hydrant meter and back flow device installations. The approved applicants will pay for the installation and removal of the hydrant meter and back flow device and all water recorded by the meter. The District considers any other connection or usage from a public or private hydrant as an unauthorized use of a hydrant and a theft of services. All Contractors must apply to The District for the installation of a back flow device and meter for each usage. The District will operate the hydrant and install and remove and relocate the back flow device and meter as needed. A valve is provided at the connection so the applicant can control the water without operating the hydrant. Please note size of meter requested (2” or 1”). The District can be contacted at 774-5961. All cost associated with these requirements is incidental to the contract.

31. Anti-Idling Policy
Please note, following the Special Provisions of the Bid Document is a copy of the City's Administrative Regulation #25 regarding the City's Anti-Idling Policy. Although this Policy is directed to City Employees regarding the use of City Vehicles, we as a City, along with its citizenry, request your compliance as well. It is our goal to protect and preserve the natural environment and improve air quality in the City of Portland. As a business partner of our City and responsible organization we will expect and greatly appreciate your assistance in this effort.

32. Working Drawings
Submittals and shop drawings, defined as Working Drawings in the Standard Specifications Section 101.2 Definitions, shall be provided to the Engineer for review and approval. Requirements and timelines for working drawing review shall be in accordance with Section 105.7 of the Standard Specifications.

33. CAD Release Form
The AutoCAD files will be made available to the prospective bidders as well as the selected contract contractor. An Electronic Release Form will need to be filled out, by the contractor, and signed before the files will be delivered. The Electronic Release Form is attached to the addendum. The price for the files will be $105.00. Once the form and payment is received by the purchasing office, the files will be delivered by the project manager of the Public Works Department.

34. Project Permits
All construction work shall be performed in accordance with the conditions and findings contained in the local, state and federal permits obtained for the project and appended to these specifications. The Contractor is responsible for fully reading and understanding the conditions of these permits before submitting a bid on the project. All work necessary to complete the project in accordance with the project permit conditions shall be considered the responsibility of the Contractor and shall be incidental to the project bid price. Project-specific permits include:

- Maine Department of Environmental Protection (MaineDEP) Individual Natural Resource Protection Act Permit (#L-26292-TF-A-N/L-26292-IW-B-N);
- MaineDEP Natural Resource Protection Act Permit By Rule filed November 9, 2015.
- MaineDEP Notice of Intent to Comply with the Maine Construction General Permit filed November 13, 2015.
- United States Army Corps of Engineers Individual Permit (No. NAE-2014-00383);
- United States Army Corps of Engineers Amendment (PENDING)
- City of Portland Level III Site Plan Approval (#2013-268); and

Copies of the above permit approvals are attached to the Contract Documents, and must be kept on site at all times. The regulating authorities for each of the permits may visit the site during construction and shall be allowed access by the Contractor.

MaineDEP approval, in the form of a Beneficial Use License or a Special Waste Disposal permit (depending on location of sediment disposal and/or reuse) will be required for the dredge material removed from the site. The Contractor shall be responsible for obtaining this approval.

Additional permits may be required for the work. The Contractor is responsible for identifying any additional permits required to perform the work, and obtain the permits in a timely manner so as to not delay construction. Additional permits may include a City of Portland Building Permit and a City of Portland Street Opening Permit. Fees for these permits will be waived by the City of Portland. The Contractor will be required to have a current excavator's license with the City of Portland; the fee for this license will NOT be waived by the City.

35. Site Dewatering & Bypass Pumping

Project work will require the drawdown of Capisic Pond and continuous dewatering throughout construction. Contractor is responsible for preparing and implementing a dewatering plan, including pond drawdown, dewatering, bypass pumping, and TV inspection of existing stormdrain to be utilized for bypass in accordance with environmental regulations and requirements stipulated within the contract documents and plans. Additional information is provided in Specification Section 656.

Prior to construction, the contractor shall submit a written dewatering and bypass plan as part of the Construction Sequencing Plan described previously. The contractor shall make adjustments to the plan as required by the City or other agencies. Any required changes shall be considered incidental to the cost of dewatering and no extra payment will be made. All dewatering and bypass pumping shall be run through a pumped sediment removal system equal to “dirt bag” or alternative methods as approved by the Engineer. It is anticipated that high volumes of pumping will be required for the project. The contractor shall be responsible for all work and costs associated with dewatering the jobsite including any changes, modifications or special dewatering systems/requirements to ensure the site is dewatered. This work shall be considered incidental to the related pay items.

SPECIAL PROVISIONS
SECTION 102
BIDDING

MEASUREMENT AND PAYMENT
Notify ENGINEER when necessary measurements must be taken. Notify in advance. Do not proceed until measurements have been taken.

1.01 DESCRIPTION:

A. Work under this Contract will be paid for as defined within this section. 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 Section 108 of the State of Maine Department of Transportation Standard Specifications.

1.02 SUBMITTALS:

A. Detailed Cost Breakdown: Within five (5) working days of the date of the Bid Opening, submit a detailed cost breakdown for all items listed within the Schedule of Items. The detail shall be sufficient for the Department to estimate the amount of work performed to make Progress Payment, consistent with Section 108.

1.03 DESCRIPTION OF BASE BID ITEM:

A. Item 203.2316 – Dredging – Processing and Disposal

1. Payment: Price per cubic yard as stated in the bid form.

2. Measurement: As calculated by total truck load volume prior to removal from site; a set load volume per truck will be established and documented at the start of construction; trucks leaving the site will be evaluated for fullness, and a count of trucks and their established load volume will be maintained; contractor to supply truck slips for documentation; quantity for payment shall be 80-percent of the total load volume as determined based on truck count.

3. Includes all costs, materials, and labor associated disposal of dredged materials NOT reused onsite, including, but not limited to all equipment and labor associated with transportation of dredged materials from site to disposal or beneficial use location; all expenses associated with obtaining and maintaining required DEP licenses for disposal or beneficial use of the dredge material; and all expenses associated with tipping fees, dewatering, treatment, and excavation and grading of material at the destination disposal or beneficial use location.

B. Item 203.236 – Capisic Pond Dredge and Enhancement

1. Payment: Price per lump sum as stated in the bid form.

2. Measurement: Determine percentage of work completed to date relative to total work as shown in the Contract Documents and as determined by CONTRACTOR'S submitted schedule of values.

3. Includes all costs, materials, and labor associated with dredging, excavation, and stockpiling of materials within the limit of work and grading of the site with dredge materials as shown in the Contract Documents; biodegradable Filtrex Soxx (or approved equal) filled with growing media or anchoring material as identified in the Contract Documents for dredge edge retention, including materials and installation; clearing and disposal of trees and vegetation; demolition and disposal of infrastructure; test pits; field verification and protection of existing infrastructure; TV inspection of existing 24-inch RCP sewer crossing pond; providing aggregate base, including but not limited to aggregate base material, testing, placement, grading, and compaction of base material; providing bituminous pavement, including but not limited to bituminous concrete, layout, placement, grading, butt joints, tack coat, and compaction of bituminous concrete; removing and resetting curbing, including but not limited to removing curb, excavation, layout, placement and backfill; providing riprap stone over non-woven geotextile, including but not limited to material, compaction of subgrade, and placement of materials; providing natural stone for Rockland Avenue outfall area, including but not limited to material, compaction of subgrade, and placement of stone; mobilization, administration, including but not limited to bonding, administrative paperwork, meetings, schedules, submittals, insurance, utility coordination, permits and licenses (except where otherwise noted), transportation, and temporary facilities. All other project work identified in the Contract Documents, but not explicitly included as part of other Bid Items shall be considered incidental to Bid Item 203.236.

C. Item 621.01 – Landscaping

1. Payment: Price per lump sum as stated in the bid form.

2. Measurement: Determine percentage of work completed to date relative to total work as shown in the Contract Documents and as determined by CONTRACTOR'S submitted schedule of values.

3. Includes all costs, materials, and labor associated with protection of existing vegetation called out to remain in the Contract Documents; all grass seed and associated loam and mulch, including but not limited to materials, loam testing, spreading of loam and mulch, planting of seed, and watering; root carpet, coir matting, and erosion control blanket in areas as identified in the Contract Documents, including materials and installation; all landscape plantings as identified in the Contract Documents, including plant and growing media materials, digging, binding, planting, pruning, mulching, care and maintenance as required to establish the plants.

D. Item 637.071 – Street Sweeping & Dust Control

1. Payment: Price per lump sum as stated in the bid form.

2. Measurement: Determine percentage of work completed to date relative to total work as shown in the Contract Documents and as determined by CONTRACTOR'S submitted schedule of values.

3. Includes all costs, materials, and labor associated with street sweeping and dust control as outlined in the Contract Documents.

E. Item 652.39 – Work Zone Traffic Control

1. Payment: Price per lump sum as stated in the bid form.

2. Measurement: Determine percentage of work completed to date relative to total work as shown in the Contract Documents and as determined by CONTRACTOR'S submitted schedule of values.

3. Includes all costs, materials, and labor associated with work zone traffic control for the project, including, but not limited to traffic control plans, flaggers, constructions signage, barrels, cones, barriers, maintenance of traffic control devices, and other necessary incidentals to maintain traffic in accordance with the specifications and the MUTCD.

F. Item 656.75 – Temporary Soil Erosion & Water Pollution Control

1. Payment: Price per lump sum as stated in the bid form.

2. Measurement: Determine percentage of work completed to date relative to total work as shown in the Contract Documents and as determined by CONTRACTOR'S submitted schedule of values.

3. Includes all costs, materials, and labor as required to provide temporary soil erosion & water pollution control as identified in the Contract Documents, and as necessary to maintain adequate erosion and sedimentation control on and adjacent to the project site. Permanent erosion control measures (including but not limited to rip rap and matting) shall be paid for as part of other bid items as they are identified.

G. Item 658.8 – Stormwater Bypass Pumping

1. Payment: Price per lump sum as stated in the bid form.

2. Measurement: Determine percentage of work completed to date relative to total work as shown in the Contract Documents and as determined by CONTRACTOR'S submitted schedule of values.

3. Includes all costs, materials, and labor required for pond draindown, bypass pumping, and TV inspection and maintenance of the existing 120-inch stormdrain pipe.

H. Item 920.1 – Wetland Biologist

1. Payment: Price per allowance as stated in the bid form.

2. Measurement: Determine percentage of work completed to date relative to total work as shown in the Contract Documents and as determined by CONTRACTOR'S submitted schedule of values.

3. Includes costs within the defined allowance for the hiring of a wetland biologist to complete the tasks as required by the Contract Documents, and as required by the Maine Department of Inland Fisheries and Wildlife.

I. The pay items marked with an asterisk (*) on the bid sheets shall be applied to changes in the contract (additions or deductions) resulting from unforeseen conditions or modifications requested by the City. The quantities listed with each item do not reflect actual quantities. Actual quantities for pay items marked with an asterisk (*) shall be measured in the field for additional, approved work or, in the case of deductions in scope, calculated from the contract drawings. The unit bid prices shall be used to calculate payment amounts based on measured quantities associated with negotiated change orders containing quantity estimates. Work associated with these items and payment terms (change proposals or work change directives) shall be approved in advance by the OWNER. Upon completion of work, any unexpended quantities shall remain unbilled or be listed as a credit to the contract on the final payment requisition.

a. Item 203.24 – Common Borrow Addition or Deduction to Scope of Work

1. Payment: Unit price per cubic yard as stated in the bid form.

2. Measurement: As measured in vehicles at the point of delivery; quantity for payment shall be 80-percent of the quantity determined.
3. Includes material, equipment, and labor to place compacted common borrow.

b. Item 203.31 – Crushed Stone, 703.31 – Type ‘A’ (Overdepth) Addition or Deduction to Scope of Work

1. Payment: Unit price per cubic yard as stated in the bid form.

2. Measurement: As measured in vehicles at the point of delivery; quantity for payment shall be 75-percent of the quantity determined.

3. Includes material, equipment, and labor to place compacted crushed stone.

c. Item 206.061 – Earth Excavation, Below Grade (Overdepth)

1. Payment: Unit price per cubic yard as stated in the bid form.

2. Measurement: As measured in vehicles at the point of delivery; quantity for payment shall be 80-percent of the quantity determined.

3. Includes equipment, labor, and onsite reuse or disposal of existing earth.

d. Item 206.07 – Structural Rock Excavation Addition or Deduction to Scope of Work

1. Payment: Unit price per cubic yard as stated in the bid form.

2. Measurement: As measured in vehicles at the point of delivery; quantity for payment shall be 75-percent of the quantity determined.

3. Includes equipment and labor, to excavate and dispose of rock.

e. Item 629.05 – Hand Labor, Straight Time

1. Payment: Unit price per hour as stated in the bid form.

2. Measurement: As measured in documented completed hours of work, measured to nearest 1/4 hour.

3. Includes all costs for additional, approved hand labor.

f. Item 631.105 – Air Tool Compressor (including operator)

1. Payment: Unit price per hour as stated in the bid form.

2. Measurement: As measured in documented completed hours of work, measured to nearest 1/4 hour.

3. Includes all costs for additional, approved air tool compressor use, including operator.

g. Item 631.12 – All Purpose Excavator (including operator)

1. Payment: Unit price per hour as stated in the bid form.

2. Measurement: As measured in documented completed hours of work, measured to nearest 1/4 hour.

3. Includes all costs for additional, approved excavator use, including operator.

h. Item 631.13 – Bulldozer (including operator)

1. Payment: Unit price per hour as stated in the bid form.

2. Measurement: As measured in documented completed hours of work, measured to nearest 1/4 hour.

3. Includes all costs for additional, approved bulldozer use, including operator.

i. Item 631.171 – Truck – Small (including operator)

1. Payment: Unit price per hour as stated in the bid form.

2. Measurement: As measured in documented completed hours of work, measured to nearest 1/4 hour.

3. Includes all costs for additional, approved small truck use, including operator.

j. Item 631.22 – Front End Loader (including operator)

1. Payment: Unit price per hour as stated in the bid form.

2. Measurement: As measured in documented completed hours of work, measured to nearest 1/4 hour.

3. Includes all costs for additional, approved front end loader use, including operator.

k. Item 631.36 – Foreman, Straight Time

1. Payment: Unit price per hour as stated in the bid form.

2. Measurement: As measured in documented completed hours of work, measured to nearest 1/4 hour.

3. Includes all costs for additional, approved foreman time.

l. Item 652.38 – Flagger

1. Payment: Unit price per hour as stated in the bid form.

2. Measurement: As measured in documented completed hours of work, measured to nearest 1/4 hour.

3. Includes all costs for additional, approved flagger time.

AN AGREEMENT BETWEEN THE CITY OF PORTLAND (HEREINAFTER "City") AND CONTRACTOR FOR TRANSFER OF COMPUTER AIDED DRAFTING (CAD) FILES ON ELECTRONIC MEDIA

City of Portland
Public Works Department
55 Portland Street
Portland, ME 04101

Recipient:
_____
_____
_____
_____

Project No._____ Date:_____

Project Name:_____
Location: _____

The City will provide the following CAD files, dated _____related to the Civil drawing series of the above referenced project, for the project use by the Recipient:

1._____ 5._____
2._____ 6._____
3._____ 7._____
4._____ 8._____

Drawings were prepared on the following:

Software: AutoCAD/Civil 3D Version: 2009

Recipient shall pay City a handling fee of $105* (*this fee includes 5% Maine State Tax). Files will be in the standard format of AutoCAD 2009. An additional translation fee of $105* (will apply to translating the files to another CAD format or an earlier version of AutoCAD). This signed agreement and payment of fees are required prior to transferring the files.

Handling fee:	$100.00 + $5 Maine State Tax (5%)	= $ 105.00
Translation fee (if requested)	_____+ $5 Maine State Tax (5%)	= _____
	Total Cost:	= _____

Transfer method (check one): _____ E-mail, Email address: _____
_____ CD-ROM
_____ Zip Disk

Payment type (check one): _____Check
_____Credit Card (Visa or Master Card only)
_____Visa or_____Master Card
Name of Cardholder: _____
Credit card no: ____ ____ ____ ____ Exp. Date__

TERMS AND CONDITIONS:

1. It is understood and agreed that all drawings, specifications, or other documents of any kind prepared by City, whether in hard copy or in electronic or machine readable format including Electronic Documents (collectively the "City's Documents"), are instruments of their services prepared solely for use in connection with the single project for which they were prepared and that City retains all common law, statutory and other reserved rights, including the copyright. This

agreement is not intended in any way to alter the respective interests of the parties in the Instruments of Service as set forth in the City/Contractor Agreement, notwithstanding City's agreement to release the Electronic Documents to Recipient.

2. The Electronic Documents are provided as a convenience to the Recipient for informational purposes only in connection with the Recipient's performance of its responsibilities and obligations relating to the Project. The Electronic Documents do not replace or supplement the paper copies of the Drawings and Specifications which are, and remain, the Contract Documents for the Project. In all instances, it is the responsibility of the Recipient to insure that the Electronic Documents are consistent with the Contract Documents.

3. The parties agree that the Electronic Documents are not, nor shall they be construed to be, a product. It is expressly agreed by the Recipient that there are no warranties of any kind in such Electronic Documents or in the media in which they are contained, either express or implied.

4. City makes no representation as to the compatibility of the CAD files with any hardware or software.

5. Since the information set forth on the CAD files can be modified unintentionally or otherwise, the City reserves the right to remove all indicia of its ownership and/or involvement from each electronic display.

6. If any differences exist between printed Instruments of Service and Electronic Documents, the information contained in the printed documents shall be presumed to be correct and take precedence over the Electronic Documents.

7. Recipient agrees not to add to, modify or alter in any way, or to allow others to add to, modify or alter in any way, the Electronic Documents or any printed copies thereof.

8. The Electronic Documents are supplied in a translatable format. Any conversion of the format is solely the responsibility of the Recipient. Recipient understands and agrees that the conversion of hard copies of Instruments of Service into electronic or machine readable format or the conversion of Electronic Documents from the machine readable formats used by City to some other format may introduce errors or other inaccuracies. Recipient agrees to accept all responsibility for any errors or inaccuracies and to release City from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies.

9. Where the Recipient has received specific permission to use the Electronic Documents in connection with the Recipient's obligation to prepare certain documents for Project, Recipient shall, in addition to the other obligations set forth therein, be obligated to remove City's title block from the copy of the Electronic Documents used by Recipient. It is understood and agreed that, without the separate express written permission of the City to do so, the Electronic Documents are not to be used by any contractor or any of its subcontractors of any tier of material supplier or vendor as a shop drawing or any other type of submittal or as the basis for preparing such shop drawing or submittal. The sole exception to this prohibition shall be that the Recipient may use the Electronic Documents as a clearly distinguishable separate background upon which to prepare its shop drawings or other submittal.

10. Recipient further agrees that the City's Documents were prepared for use in connection with this project only and that the Electronic Documents are supplied to Recipient for the limited use stated above only. Recipient agrees not to use, or to allow others to use, the Electronic Documents, in whole or in part, for any purpose other than as stated above.

11. The City believes that no licensing or copyright fees are due to others on account of the transfer of the CAD files, but to the extent any are, the Contractor will pay the appropriate fees and hold the City harmless from such claims.

12. Any purchase order number provided by the Contractor is for Contractor's accounting purposes only. Purchase order terms and conditions are void and are not a part of this agreement.

13. The City has prepared these CAD files for the sole purpose of plotting and printing a hard copy of the design documents. The City believes only the hard copy print to be the accurate representation of all drawing information. Hard copy written dimensions override electronic measured dimensions. User must verify computer data against hard copy prints.

14. Electronic CAD files are an inherently unstable medium and subject to bugs, deterioration, modifications, and viruses. CAD files are subject to inadvertent changes in the process of moving from one computer to another; or by compressing and decompressing the data; or by moving from one software revision to another; or any kind of manipulation of the data will lead to defects.

15. This agreement shall be governed by the laws of the State of Maine. Only printed copies of the Instrument of Service shall be signed and sealed.

16. Recipient agrees to waive any and all claims and liability against City and its subconsultants resulting in any way from any failure by Recipient to comply with the requirements of this Agreement for the Delivery of Documents in Electronic Format.

17. The Recipient agrees that no third party beneficiary status or any other right of action is created in favor of any contractor, subcontractor, materialmen or other third party against the City by virtue of this Agreement or in connection with its delivery of Electronic Documents, and no third party beneficiary status is intended.

18. Recipient further agrees to indemnify and save harmless the City and it's consultants, its officers and employees from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorney's fees including claims asserted in breach of contract, breach of warranty, negligence, or any other tort) arising as a result of either: 1) Recipient's failure to comply with any of the requirements of Agreement for the Delivery of Documents in Electric Format; or 2) a defect, error or omission in the Electronic Documents or the information contained therein, which defect, error or omission was not contained in the Contract Documents as defined in Paragraph 2 or where the use of such Contract Documents would have prevented the claim, judgment, suit, liability, damage, cost, or expense.

19. City reserves the right to deny a request to translate files.

AUTHORIZED ACCEPTANCE

by City	by Recipient
_____	_____
Signature	Signature (by officer)
_____	_____
Print Name and Title	Print Name and Title
_____	_____
Date	Date

Witness: _____

City of Portland

Anti-Idle Policy

Purpose:

To inform all City employees of the need to eliminate unnecessary idling of vehicles in order to reduce the cost of City operations and to reduce emissions created by City vehicles. Our goal is to protect and preserve the natural environment and improve air quality in the City of Portland.

Policy:

It is the policy of the City of Portland to continually improve the efficient use of vehicle fuels in an effort to reduce operating costs and emissions. City vehicles will not be permitted to idle unnecessarily. Operators of City equipment will adhere to the following standards:

1) Idling is prohibited (with the limited exceptions listed below) when the ambient temperature is above 32 degrees F.

2) 10 minute maximum idle time limit when ambient temperature is 32 F and below

3) Vehicles will not be left idling when the operator is out of the vehicle (with the limited exceptions listed below)

For the health and safety of operators, there will be occurrences when vehicles will be left running. Examples include protection from the elements or for the use of the vehicle safety features (including the use of air conditioning in street sweepers to keep dust out of the cab).

Exceptions

Due to the emergency nature of some City operations, the following exceptions will apply to this policy:

- Emergency response vehicles when responding to an emergency
- Fire vehicles which must maintain onboard medication at a specific temperature
- Vehicles whose batteries may be discharged because of onboard electrical equipment (i.e. emergency lights, radar, computers, etc.)

Non-Compliance

After a reasonable period of education about this new policy, employees will be subject to progressive discipline under AR 25 if they do not comply with this policy.

SUPPLEMENTAL SPECIFICATION
SECTION 101
CONTRACT INTERPRETATION

Scope of Section
This Section contains abbreviations, definitions, and general rules of interpretation and shall apply with the following additions or modifications.

101.2 Definitions

Engineer
This subsection is revised to read as follows: City of Portland, Department of Public Works, acting directly or through their duly authorized representatives, who are responsible for the inspection of the construction.

Commissioner
This subsection is amended by the addition of the following: whenever the word "Department" or the words "Highway Department" or "Department of Transportation" or the words or phrases which, by context or usage are clearly intended to mean the same thing, appear in the Standard Specifications, Special Provisions or in or on any plan or other contract document, they shall mean the City of Portland, Department of Public Works, or through their duly authorized representative.

Department
The definition in the Standard Specifications shall be deleted and replaced with the following: Department shall mean the City of Portland, Department of Public Works, acting through its Director or through his duly authorized representative.

SUPPLEMENTAL SPECIFICATION
SECTION 102
BIDDING

Scope of Section
This Section includes requirements related to eligibility to Bid and the Bidding process from advertisement to Bids, through Bid Opening, to the analysis of Bids.

102.1.4 Qualifications of Bidder
The following paragraphs will be added as Section 102.1.4.
The City reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. The City reserves the right to reject any or all bids if it would be in the public interest to do so. “The City reserves the right to substantiate bidder’s qualifications, capability to perform, availability, past performance record and verify that the bidder is current in its financial obligations to the City.”

102.3 Examination of documents, site and other information
This subsection shall be amended by the addition of the following paragraph.
Plans, Specifications and Bid Forms may be obtained at the Purchasing Office, Room 103, City Hall, upon payment as specified in the published "Notice to Contractors".

102.5.1 Questions from Bidder
This subsection shall be amended to read as follows. Bidders shall direct all technical or Engineering questions including requests for explanations or interpretation or for the use of products or methods other than those described in the specifications in writing to the Purchasing Office not later than five (5) working days prior to the date designated for the opening of the bids. All answers to such requests will be made as addenda to the contract and will be issued in writing to all Bidders.

No oral interpretation will be given to the contract documents.

102.5.2 Bidder’s Duty To Notify Department If Ambiguities Discovered
Bidders shall not take advantage of any ambiguity, error, omission, conflict, or discrepancy (“ambiguity, etc.”) relating to the Bid Documents, Geotechnical Information, site conditions, or any other information that may significantly affect the cost, quality, Conformity, or timeliness of the Work. If a Bidder discovers any such ambiguity, etc., it must notify the Purchasing Agent immediately in writing. Failure to provide such notice constitutes a waiver of any claim for entitlement for additional compensation or time related to such ambiguity, etc.

102.7.1 Location and Time
This subsection shall be amended to read as follows: Each Bid shall be submitted, document intact, in a sealed envelope. The envelope shall be clearly marked to indicate the name of the Bidder, project name, bid number and be addressed to Purchasing, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101. Bids may be mailed or delivered in person, but they shall be filed prior to the time and at the place specified in the “Notice to Contractors”. Bids received after the time for opening of bids will be returned to the bidder unopened.

102.7.2 Effects of Signing and Delivery of Bids
This subsection shall be amended by the addition of the following: Corporations will be required to affix their corporate seal on their Bids.

SUPPLEMENTAL SPECIFICATION
SECTION 103
AWARD AND CONTRACTING

Scope of Section
This Section includes requirements related to the final determination of Bid responsiveness and Award and Execution of the Contract.

103.3.2 Notice of Determination

This subsection shall be amended by the addition of the following paragraph: The City reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. The City reserves the right to reject any or all bids if it would be in the public interest to do so. A proposal which includes a combination of abnormally low and abnormally high unit prices, which results in an unbalanced bid, may be rejected. “The City reserves the right to substantiate bidder’s qualifications, capability to perform, availability, past performance record and then verify that the bidder is current in its financial obligations to the City.”

103.4 Notice of Award

This subsection shall be amended to read as follows: The award of contract, if it be awarded, shall be made within sixty (60) days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by mail at the address shown on his proposal, that his bid has been accepted and that he has been awarded the contract.

SUPPLEMENTAL SPECIFICATION
SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

Scope of Section
This Section sets forth certain rights and responsibilities of the Department and the Contractor that are generally applicable to all contracts. This Section is not all inclusive and additional rights and responsibilities are set forth elsewhere in the Contract.

104.2.3 Authority of Project Manager and Resident

This subsection shall be amended by the addition of the following paragraph: The Resident Engineer or Resident Inspector will not be responsible for nor issue directions regarding the Contractor's safety precautions or programs; nor will they issue directions relative to, or assume control over any aspect of the methods, techniques or procedures of construction.

104.4.6 Utility Coordination

This subsection shall be amended by the addition of the following paragraphs: At points where the Contractor's operations are adjacent to properties of railways, telephone, gas, water and/or power companies, or are adjacent to other property, damage to which might result in considerable expense, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

It is anticipated that utility poles will not be relocated prior to commencement of contract work. The Contractor is advised to schedule its work to accommodate the possibility of utility pole and overhead wire obstructions.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, and the duplication or rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

No person, firm, or corporation, including City forces, shall make or cause to be made any opening or excavation in a City Street, way, or public place until contact has been made with all utilities to locate any existing underground gas, water, telephone, power or other installations within said street, way or public place. When gas or other flammable service to buildings is discontinued, the existing service line for such service shall be terminated at a point outside the building.

In the event of interruption to water or utility services as a result of accidental breakage, or as a result of being exposed or supported, the Contractor shall promptly notify the proper authority. Contractor shall cooperate with the same authority in the restoration of such service as promptly as possible.

Water lines, gas lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals and all other utility appurtenances within the limits of the proposed construction are to be moved by the owners with or without expense to the Contractor, unless otherwise provided for, or as noted in the plans.

The contractor shall notify Dig Safe prior to the start of excavation. The Contractor shall also ascertain the location of existing utilities and any other necessary information by direct inquiry at the office of the following utility owners:

Electric:
Central Maine Power Company
162 Canco Road
Portland ME 04103
Attention:
Tom Atwood
Tom Bryant
Breanna Pierce

Water:
Portland Water District
225 Douglass Street
Portland ME 04101
Attention:
Jay Arnold

Telephone:
FairPoint
13 Davis Farm Road
Portland ME 04103
Attention:
John Caprio

Fire Alarm:
Portland Fire Department - Electric
109 Middle Street
Portland ME 04101

Gas:
Unitil Corporation
1075 Forest Avenue
Portland ME 04103
Attention:
Steve Lewis
Sam Murray

Cable TV:
Time Warner Cable
118 Johnson Road
Portland ME 04102
Attention:
Deb Paiement
Don Johnson

Sewer:
Dept. of Public Works
55 Portland Street
Portland ME 04101
Attention:
John Emerson

The completeness of the above listing is not guaranteed by the City of Portland.

104.5.10 Warranty and Maintenance Bonds

This subsection shall be amended to read as follows: Warranty and Maintenance Bonds may be required of the Contractor or the subcontractor for specified items that the Department deems appropriate. The Bond must name the “City of Portland” as an obligee. The Contractor shall provide a copy of said bond to the Department as part of the projects closeout documentation prior to final acceptance. Should the subcontractor be required to provide a Warranty or Maintenance Bond, the Contractor hereby authorizes the Department to directly contact Landscape Subcontractor and/or its Surety in the event of a failure of the bonded item to perform as specified. The amount and duration of the Warranty and Maintenance bond for each project will be stated in the contract agreement.

SUPPLEMENTAL SPECIFICATION
SECTION 107
TIME

The provisions of Section 107 of the Standard Specifications shall apply with the following additions:

107.1 Contract Time and Contract Completion Date

Work on this project shall be completed as specified in the Notice to Bidders and Agreement between the City of Portland and the Contractor.

107.7 Liquidated Damages

107.7.1 General

Except as expressly provided otherwise in this Contract, the Contractor shall owe the Department the per diem amount specified in Section 107.7.2 below for each Day that any portion of the Work remains incomplete after the Contract Time has expired. Liquidated Damages will be deducted from amounts otherwise due the Contractor. For related provisions, see Sections 107.1 - Contract Time and Contract Completion Date, 107.5.1(D) - Winter Suspensions - Impact on Liquidated Damages, and 109.5 - Adjustments for Delay of the Standard Specifications.

Permission for the Contractor or the Surety to continue and finish Work after the Contract Time has expired shall not waive the Department's rights to assess Liquidated Damages.

107.7.2 Schedule of Liquidated Damages

The specific per diem rates for Liquidated Damages are set forth below. By executing the Contract, the Contractor acknowledges that such an amount is not a penalty and that the daily amount set forth in the Contract is a reasonable per diem forecast of damages incurred by the Department due to the Contractor's failure to Complete the Work within the Contract Time.

Original Contract Amount		Per Diem Amount of Liquidated Damages
From More Than	To and Including	Calendar Day
0	$100,000	$225
$100,000	$250,000	$350
$250,000	$500,000	$475
$500,000	$1,000,000	$675
$1,000,000	$2,000,000	$900
$2,000,000	$4,000,000	$1,000
$4,000,000	and more	$2,100

SUPPLEMENTAL SPECIFICATION
SECTION 108
PAYMENT

Scope of Section
This Section contains general provisions related to payment including measurement of quantities, progress payment, retainage, the right to withhold payment, and other payment-related items.

108.3 Retainage

Prior to substantial 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 may determine or Owner may withhold, including but not limited to liquidated damages in accordance with general conditions:

A. 95 percentage of work completed (with balance being retainage); and
B. 95 percent of cost of materials and equipment not incorporated in the work (with balance being retainage);

Upon substantial completion, Owner shall pay an amount sufficient to increase total payments to the Contractor to 98 percent of the work completed, less such amounts as Engineer shall determine in accordance with general conditions. The final two percent of the value of the Work shall be retained for a period of one year from the date of substantial completion.

108.8 Final Payment

This subsection is revised by adding the following paragraphs: Prior to final payment the following shall be accomplished:

A. Contractor and the Engineer shall jointly inspect the project to assure completion of all items including Punch List.
B. Contractor shall submit Record Drawings indicating all changes and additions made during construction.
C. Waivers of Lien shall be provided to the City for the project.
D. Contractor shall submit the Warranty and Maintenance Bonds in the amount specified in the contract.
E. Final Clean-up shall be completed. No payment will be made for the final clean-up and the cost thereof shall be considered incidental to the appropriate item.
F. Final Acceptance Notification will be prepared by the City and forwarded to the Contractor for the project along with Final Payment.
G. Final Contractor Lien Waiver needs to be signed and forwarded to the City.

SUPPLEMENTAL SPECIFICATION
SECTION 110
INDEMNIFICATION, BONDING, AND INSURANCE

Scope of Section

This Section contains general requirements for indemnification, bonding, and insurance by the Contractor. The provisions of Section 104 of the Standard Specifications shall apply with the following additions and modifications:

110.2 Bonding

This subsection is amended by the addition of the following: whenever the word "Treasurer of the State of Maine" appears in the Standard Specifications, it shall mean the City of Portland, Maine.

110.3 Insurance

This subsection shall be amended to read as follows: Before work is started under the contract, the Contractor will be required to file with the City of Portland, a Certificate of Insurance, executed by an insurance company or companies satisfactory to the City and licensed by the State of Maine Insurance Department to do business in the State of Maine, stating that the Contractor carries insurance in accordance with the following requirements and stipulations:

A. Workers' Compensation Insurance: With respect to all the operations the Contractor performs and all those performed for him by subcontractors, the Contractor or the subcontractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Industrial Accident Commission, all in accordance with the requirements of the laws of the State of Maine.
B. Commercial General Liability: Operations under the CONTRACT DOCUMENTS, whether such operations be by themselves or by any SUBCONTRACTOR under them, requires insurance to be written with a limit of liability of not less than $1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than $1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $500,000 for all property damage sustained by any one person in any one accident-, and a limit of liability of not less than $500,000 aggregate for any such damage sustained by two or more persons in any one accident. The insurance certificate shall also name the City as additional insured on Liability portions (not W/C). The standard Certificate of Insurance forms shall have the cancellation statement edited. The words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company” shall be crossed out.
C. Public Liability and Automobile Liability Insurance: CONTRACTOR will procure and maintain Public Liability Insurance coverage and Automobile Insurance coverage for the Work agreed to under this Agreement and as outlined within the contract documents, whether such operations be by themselves or by any subcontractor under them, with a limit of liability of not less than $1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than $1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $500,000 for all property damage sustained by any one person in any one accident-, and a limit of liability of not less than $500,000 aggregate for any such damage sustained by two or more persons in any one accident. Name CITY as an additional insured on the policy, and provide the CITY a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) “the policy actually been endorsed to name the City of Portland as an Additional Insured” and copy of the endorsement must come to the City of Portland with the certificate, or B) “the policy already includes an endorsement, such as the General Liability Expansion Endorsement, by which the City of Portland is, in fact, automatically made an additional insured.” A Certificate

which merely has a box checked under 'Addl Insr," or the like, or which merely states The City of Portland is named an Additional Insured, will not be acceptable. CONTRACTOR shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice to CITY of termination of insurance from insurance company or agent.

D. Blasting: When explosives are to be used in the prosecution of the work, the insurance required under paragraphs (b), (c), and (d) above shall also contain provisions for protection, in the amounts stated, against damage claims due to such use of explosives.

E. Execution and Limitation: Each policy shall be signed by the President and Secretary of the insurance company and shall be countersigned by a licensed resident agent in the State of Maine as an authorized representative of the company.

F. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

G. Compliance: with the requirements of this subsection may be met by procurement of insurance covering all work under contract with the City or may be met by procurement of separate insurance for each individual contract. In either case a Certificate of Insurance shall be filed for each contract to show evidence that all required insurance has been obtained.

H. Termination or Change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the City by certified mail at least 30 days in advance of cancellations or of any change in the policy. No change shall be made without prior written approval of the City. The Contractor shall keep all the required insurances in continuous effect until 31 days after the date of final acceptance of the project or until such time as may be established by the City.

I. Contractual Liability Insurance: The Contractor shall carry Contractual Liability Insurance covering the liability Contractor has assumed under the contact to indemnify and save harmless the City of Portland, its officers and employees with respect to bodily injuries in or death of any person or persons or injury to or destruction of property. The limits for such insurance shall be not less than those specified for Commercial General Liability Insurance in paragraph (b) above.

SUPPLEMENTAL SPECIFICATION
SECTION 201
CLEARING RIGHT OF WAY

The provisions of Section 201 of the Standard Specifications shall apply with the following additions and modifications:

201.03 General

This section is modified by adding the following sentence: The Contractor shall contact the City Arborist, Jeff Tarling, Parks and Forestry Operations Manager, (207) 874-8793, in the case that a determination is necessary for removal of trees or other vegetation beyond those identified on the plans.

Trees not identified for removal will be protected by the Contractor through appropriate measures, including but not limited to snow fence at drip-line, pruning or tieback of limbs as approved by City Arborist.

201.10 Basis of Payment

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

SUPPLEMENTAL SPECIFICATION
SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS

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

202.01 Description

Work under Section 202 shall include the removal and disposal of existing piping as identified on the Construction Documents.

202.011 Depth of Removal

All structures and obstructions shall be removed to a depth as required to allow construction of the project as presented in the construction documents. In roadway areas, removal shall be to a depth below all subbase gravel. In areas of utility piping or structures, removal will be to a depth sufficient to allow placement of said piping and structures, including supportive materials such as bedding layers, antifloatation slabs and foundations. Removal below subgrade depth shall only be performed at the direction of the City.

202.08 Basis of Payment

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

SUPPLEMENTAL SPECIFICATION
SECTION 203
EXCAVATION AND EMBANKMENT

The provisions of Section 203 of the Standard Specifications shall apply with the following additions and modifications:

203.01 Description

Paragraph (b) Rock Excavation shall be modified to read: "each having a volume of one-half cubic yard or more".

203.04 General

The Contractor shall excavate rock if encountered to the lines and grades indicated on the drawings, shall dispose of the excavated material, and shall furnish acceptable material for backfill in place of the excavated rock.

In general, rock in pipe trenches shall be excavated so as to be not less than six inches (6") from the pipe after it has been laid. If needed, before the pipe is laid, the trench shall be backfilled to the established trench profile with thoroughly compacted, suitable material or, when so specified or indicated on the drawings, with the same material as that required for bedding the pipe, furnished and placed at no additional cost to the City.

The Contractor shall remove all dirt and loose rock from the designated areas and shall clean the surface of the rock thoroughly, using steam to melt snow and ice, if necessary. Water in depressions shall then be removed as required so that the whole surface of the designated area can be inspected to determine whether seams or other defects exist.

The surface of rock foundations shall be left sufficiently rough to bond well with the masonry and embankments to be built thereon; and, if required, shall be cut to rough benches or steps.
Before any masonry or embankment is built on or against the rock, the rock shall be scrupulously freed from all vegetation, dirt, sand, clay, boulders, scale, excessively cracked rock, loose fragments, ice, snow, and other objectionable substances. Picking, barring, wedging, streams of water under sufficient pressure, stiff brushes, hammers, steam jets, and other effective means may be used to accomplish this cleaning. All free water left on the surface of the rock shall be removed.

203.044 Excess Rock Excavation

If rock is excavated beyond the limits of payment indicated in the drawings, specified, or authorized in writing by the Engineer, the excess excavation, whether resulting from over-breakage or other causes, shall be backfilled, by the Contractor at no cost to the City.

In pipe trenches, excess excavation below the elevation of the bottom of the bedding, cradle, or envelope shall be filled with material of the same type, placed and compacted in the same manner, as specified for bedding, cradle, or envelope. Excess excavation above said elevation and outside of trench pay width shall be filled with earth as specified in the specifications at no cost to the City.

203.047 Removal of Boulders

Piles of boulders or loose rock encountered within the limits of earth embankments shall be removed to a suitable place of disposal.

203.048 Disposal of Excavated Rock

Excavated rock may be used in backfilling trenches subject to the following limitations:

1. Pieces of rock larger than permitted under the section titled Excavation and Embankment: Section 203.01, shall not be used for this purpose.
2. The quantity of rock used as backfill in any location shall not be so great as to result in the formation of voids.
3. Rock backfill shall not be placed within 18 inches of the surface of the finish grade.

Surplus excavated rock shall be disposed of as specified in Section 203.06, "Waste Areas".

203.049 Backfilling Rock Excavations

When rock has been excavated and the excavation is to be backfilled, the backfilling above normal depth shall be done as specified under the "Excavation and Embankment, Section 203". If material suitable for backfilling is not available in sufficient quantity from other excavations as approved by the Engineer, the Contractor shall furnish and install suitable material from outside sources, under pay item 203.25 "Granular Borrow".

203.051 Dredging

The Contractor shall utilize appropriate dredging and excavation technology to complete the removal and regrading of material from Capisic Pond in the areas identified on the Construction Plans. The Contractor shall ensure that the equipment utilized is capable of reaching all dredge materials from within the limit of work defined on the Construction Plans.

No mechanical dewatering methods shall be utilized within the limit of work. Dewatering by gravity shall be allowed in the dewatering areas defined on the Construction Plans. No wastewater from the onsite dewatering process shall be allowed to drain outside of Capisic Pond. Dewatering of dredge material offsite shall be in accordance with all applicable laws and regulations, and shall be carried out in accordance with the requirements outlined by the property owner.

Reuse of dredge material on site shall be in accordance with the grading defined on the Construction Plans. All dredge material not utilized on site shall be removed from the site and disposed of or reused, in accordance with Section 203.06 Waste Area and the Special Provisions of these Contract Documents.

Watertight trucks shall be utilized for the removal of dredge material from the site. Any dredge materials or wastewater from the dredge materials spilled outside of the project limit of work shall be cleaned up by the contractor. Contractor shall be required to sweep Capisic Street and any other impacted streets on at least a daily basis, or more often as required by the City.

Any materials and debris that is not classified as dredge material that is removed during the dredging process shall be removed from the project site and disposed of in a lawful manner by the Contractor, in accordance with Section 203.06 Waste Area and the Special Provisions of these Contract Documents.

203.06 Waste Area

This subsection is revised to read as follows:

1. Surplus Earth and Rock Excavation:
   If the Contractor proposes to permanently place or permanently stockpile any surplus soil and rock, including soil or rock unsuitable for trench backfill or embankment construction, on property in the City of Portland, the Contractor or property owner shall obtain any Site Plan Permit required from the City Planning Authority or any Fill Permit required from the Maine DEP or U. S. Army Corps of Engineers, before the surplus soil and rock is permanently placed or stockpiled. The Contractor shall provide copies of the required permits to the

Engineer. Stockpile locations shall meet the applicable setback requirements in the City Land Use Code.

Disposal or reuse of dredge materials shall be allowed with proper permits in place, as outlined in the Special Provisions of these Contract Documents.

2. Temporary Stockpiles:
If the contractor proposes to temporarily stockpile any surplus soil and rock, including soil or rock unsuitable for trench backfill or embankment construction, in the City of Portland, the contractor shall obtain approval for each stockpile location from the Engineer. Stockpile locations shall meet the applicable setback requirements in the City Land Use Code.

Temporary stockpiling of dredge materials shall be allowed as outlined in the Special Provisions of these Contract Documents, and as shown on the Construction Plans.

3. Trees, Stumps and other Material, Excepting Granular Material:
The disposal of trees, stumps, stubs and brush shall be the responsibility of the Contractor. If the disposal site is within private property, the Contractor shall be required to obtain written permission from the landowner for use of the disposal site for the above mentioned materials. A copy of the permission and evidence of a fill permit if required shall be provided to the Engineer. The Contractor or landowner shall obtain a dumping permit at 55 Portland Street.

203.18 Method of Measurement

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

203.19 Basis of Payment

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

SUPPLEMENTAL SPECIFICATION
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 Earth Excavation, only that trench excavation for pipe below the established trench profile as indicated on the Typical Trench Detail shall be included under this section. Trench excavation to the established profile shall be considered as incidental to the appropriate pipe item. For Structural Rock Excavation, the trench shall be excavated to the established trench profile as indicated on the Typical Trench Detail. The payment width for Structural Rock Excavation shall be as described in Section 206.04, of the Supplemental Specifications.

(a) Drainage and Minor Structures shall include sewer and storm drainage pipes, culverts, catch basins, manholes, box conduit, diversion structures, vault structures and other drainage structures. Removal of existing storm drains, sewer pipes or other pipe structures, reinforced concrete, plain concrete, concrete structures, backfilling, base and subbase gravels and all associated work shall be considered incidental to the costs of construction. No extra payment will be made

(b) Special Backfill. The Contractor shall furnish, place and compact special backfill material as indicated on the plans or as directed and herein specified.

The special backfill shall be a sandy, granular material and shall meet the requirements of Section 703.06 (b) Aggregate Subbase - Sand of the Supplemental and Standard Specifications.

The special backfill shall be spread in layers of uniform thickness not exceeding eight inches (8") before compaction and moistened and allowed to dry. Then it shall be thoroughly compacted by means of suitable power driven tampers or other power driven equipment to a uniform density of 95% of maximum density.

206.02 Construction Methods

The fourth (4th) paragraph of the Standard Specifications shall be modified to read as follows:

When the foundation is to be placed on solid rock, the rock shall be excavated to a firm surface, either level, stepped or serrated. In trenches for sewer and storm drain pipes, culverts, manholes, and catch basins, box and pipe culverts, structural plate pipes and structural plate pipe arches, when solid or disintegrated rock or boulders are encountered, the rock shall be excavated to a depth of six inches (6") below the bottom of the proposed pipe or structure, unless otherwise indicated on the plans or ordered. The six inch (6") level below the bottom of the proposed pipe shall be defined as "Established Trench Profile". For installation of underdrain, the rock shall be excavated to three inches (3") below the bottom of the proposed pipe, unless otherwise ordered. Underdrain shall be installed at the proper elevation in accordance with Section 605 and the typical underdrain detail.

206.04 Method of Measurement

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

206.05 Basis of Payment

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

SUPPLEMENTAL SPECIFICATION
SECTION 304
AGGREGATE BASE AND SUBBASE COURSES

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

304.02 Aggregate

Sources of Aggregate and preliminary test results shall be submitted ten working days prior to any placement of material on the job. Failure of these preliminary tests will be grounds for rejection of material from that source. Aggregates will be tested on the job and shall meet these specifications as the material is incorporated into the work.

304.07 Basis of Payment

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

SUPPLEMENTAL SPECIFICATION
SECTION 603
PIPE CULVERTS AND STORM DRAINS

The provisions of Section 603 of the Standard Specifications shall apply with the following additions and modifications:

603.011 Description

This work shall consist of the protection of existing storm drain pipes within the limit of work. Contractor shall provide test pits in areas as identified on the Construction Plans, and in any other areas deemed necessary to ensure that adequate protection and soil cover is maintained for all existing storm drain piping.

Contractor shall be responsible for performing test pits to determine depth, and TV inspections to determine condition of the existing 24-inch RCP sewer pipe that crosses the pond in the vicinity of Stations 12+00 and 13+00 as shown on the Construction Baseline on the Plans. Construction activities may not damage the existing pipe. If field verification indicates that field conditions vary from the conditions shown on the plans, or that pipe damage cannot be avoided, the Contractor will notify the City and the Engineer.

603.12 Basis of Payment

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

SUPPLEMENTAL SPECIFICATION
SECTION 613
EROSION CONTROL BLANKET

The provisions of Section 613 of the Standard Specifications shall apply with the following additions or modifications:

613.01 Description

Provide erosion control blanket as indicated and detailed on the plans.

Provide temporary erosion control blanket on all slopes steeper than 3:1 within the Pond during any time that the pond is not filled. Temporary erosion control blanket shall be removed prior to filling the pond.

Erosion control blanket shall be North American Green S150BN or equal.

613.06 Basis of Payment

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

SUPPLEMENTAL SPECIFICATIONS
SECTION 615
LOAM, SEED AND MULCH

The Supplemental Specification shall replace Section 615, 618 and 619 of the Standard Specifications:

615.01 Description

This work shall consist of loaming, seeding and mulching areas as shown on the plans or as required. Include restoration of existing lawn and seeded areas disturbed by Work as well as new lawn and seeded areas indicated

Seeding Season: Unless variance is requested in writing and approved by Department of Public Works, perform seeding only during the following periods: April 15 to July 1 and August 15 to September 30.

615.02 Submittals

Loam/topsoil testing: Provide soils testing by an approved soil testing laboratory for any loam/topsoil to be used. Submit the following: pH, mechanical analysis, percentage of organic content, recommendations on type and quantity of additives to establish satisfactory pH level and supply of nutrients to bring topsoil to satisfactory level for planting.

Certification: Submit manufacturers or vendors certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.

Seed Mix: Submit certificate that seed mix meets the specified grass species, proportions and minimum percentages of purity, germination and maximum percentage of weed seed.

Seeding Schedule: Submit proposed schedule for seeding work. Once accepted, revise dates only after request in writing including documentation of reason for delays, and approval of the Department of Public Works.

615.03 Warranty

Lawns & Seeded Areas: Warranty lawns through specified lawn maintenance period and until Final Acceptance of Project. Make necessary repairs to grades, lawn areas and paving required because of seeding repairs or replacements. Such repairs shall be done at no additional cost to the City.

615.04 Materials

Loam/topsoil: Conform to the requirements of Section 615. Loam shall have a finished depth of four (4) inches, unless noted otherwise on the plans and shall be screened and free of foreign materials greater than 1 inch in every dimension. Acidity range shall be between 5.0 and 7.0 and shall contain not less than 6% organic matter by weight as determined by loss on ignition of moisture-free samples dried at 65 degrees C.

Soil amendments:

1. Fertilizer: Provide a complete fertilizer and a standard product complying with the State and United States fertilizer laws. Deliver to site in original unopened containers which shall bear the manufacturer's name and guaranteed statement of analysis. At least 40% by weight of the nitrogen content of fertilizer shall be derived from organic materials. Fertilizer shall contain not less than 10% nitrogen, 10% phosphorus, and 10% potash by weight of ingredients or as otherwise indicated by topsoil test results.
2. Superphosphate: Finely ground phosphate rock as commonly used for agricultural purposes, containing not less than 18 percent available phosphoric acid.
3. Ground limestone: Dolomitic limestone and contain not less than 85% of total carbonates and magnesium, ground to such fineness that 50% will pass a 100 mesh sieve and 90% will pass

through a 20 mesh sieve. Coarser material will be accepted provided the specified rates of application are increased proportionately on the basis of quantities passing the 100 mesh sieve.

4. Humus: Reed peat, sedge peat or moss peat furnished air dried, finely shredded and suitable for horticultural use.
5. Compost: Commercially processed, well composted food waste, wood ash, leaf and yard waste, wood waste, shredded paper and other acceptable materials and containing no chemicals or ingredients harmful to plants. Compost processing temperatures should exceed 131 degrees to kill any weed seeds and disease organisms.

Standard Seed Mix: To be used in areas away from the pond and wetlands, as identified on plans. Provide fresh, clean, new-crop seed complying with tolerance for purity and germination established by Official Seed Analysts of North America. Provide seed mixture composed of grass species, proportions and minimum percentages of purity, germination, and maximum percentage of weed seed, as specified. Purchase seed only from a recognized distributor, and composed of the following varieties mixed in proportions indicated. Seed shall test to minimum percentages of purity and germination specified.

Grass Seed Mixture	Proportion by Weight	% Germination
Kentucky Bluegrass	50%	80
Perennial Ryegrass	20%	80
Creeping Red Fescue	30%	85

New England Conservation/Wildlife Mix: To be used in disturbed areas around the pond and wetlands, as identified on the plans. Seed mix shall be New England Conservation/Wildlife mix supplied by New England Wetland Plants, Inc. of Amherst, MA www.newp.com. Alternatives to the specified seed mix must be submitted for approval by Owner or Engineer.

Mulch:

1. Mechanical method: Provide long fibered hay or straw mulch free from noxious weeds and other undesirable material. Use no material which is excessively wet, decayed or compacted as to inhibit even and uniform spreading. Use no chopped hay, grass clippings or other short fibered material unless approved by the Department of Public Works.
2. Hydraulic spray method: Provide cellulose fiber mulch consisting of natural wood, recycled paper or humus cellulose fiber containing no materials which will inhibit seed germination or plant growth. Add sufficient quantity of non-toxic water soluble green dye to provide a definite color contrast to ground surface to aid in uniform distribution

615.05 Execution

Preparation:

1. Planting soil (loam/topsoil) depths shall be not less than 4 inches unless otherwise noted. Loosen subgrade of lawn areas to a minimum depth of 4 inches.
2. Remove stones over 1 ½ inches in any dimensions and sticks, roots, rubbish and other extraneous matter.
3. Limit preparation to areas which will be planted promptly after preparation.
4. Place topsoil and add specified soil amendments and mix thoroughly into the loam.
5. Fine Grading: Fine grade lawn areas to smooth, even surface with loose, uniformly fine texture. Roll, rake and drag lawn areas, remove ridges and fill depressions as required to meet finish grades. Remove all lumps, clots, stones, roots and other extraneous matter greater than 1 inch size. Roll to compact topsoil surface sufficient to support pedestrian traffic without leaving footprints greater than ½ inch deep.

6. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.
7. Restore lawn areas to specified soil condition if eroded or otherwise disturbed after fine grading and prior to planting.

Loam Additives:

1. Applying fertilizers: Apply commercial fertilizer and work thoroughly into topsoil.
2. Applying Superphosphate: Incorporate superphosphate into topsoil with application of commercial fertilizer at rate of 25 pounds per 1,000 square feet or at rate determined from test results.
3. Applying ground limestone: After topsoil has been spread and graded, and if recommended as result of the soil analysis, apply ground limestone at rate of 50 pounds per 1,000 square feet or at rate recommended by Testing Laboratory.

Hydroseeding:

1. Hydroseeding method is required for seeding except as otherwise approved by City.
2. Apply slurry uniformly to all areas to be seeded. Provide rate of application as required to obtain specified seed sowing rate.
3. Do not use wet seed or seed which is moldy or otherwise damaged in transit or storage.
4. Application rate: Sow seed mixture at rate of five and one-half (5.5) pounds per 1,000 square feet unless otherwise indicated in specifications.
5. Protect seeded areas against erosion by spreading specified mulch after completion of seeding operations. Spread uniformly to form a continuous blanket not less than 1 ½ inch loose measurement over seeded areas.

Cleanup and Protection:

1. During seeding work, keep pavements clean and work areas in orderly condition.
2. Protect seeding work and materials from damage due to seeding operations, other work operations and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged seeding work as directed.

Maintenance and Acceptance:

1. Begin maintenance immediately after seeding.
2. Maintain grassed areas by watering (on a daily basis during germination), fertilizing, weeding, mowing whenever the grass height exceeds 3 inches, trimming and other operations such as rolling, regrading and replanting as required to establish a smooth, acceptable lawn, free or eroded or bare areas.
3. Maintain each lawn area until acceptance of such area.
4. Include protection such as placement of signs and barricades.
5. Repair damaged areas which do not produce a satisfactory stand of grass to re-establish the intended condition; re-fertilize, re-seed and re-mulch as required to produce satisfactory results.
6. If maintenance period extends from fall of one growing season into the following spring, Contractor shall be required to provide a spring fertilization to all lawn areas in early spring.

Maintenance Periods: Maintain grassed areas for not less than 60 days after completion of seeding.

Acceptance: When seeding work is completed, including maintenance, City will, upon request, make an inspection to determine acceptability.

1. Seeding work may be inspected for acceptance in parts agreeable to City provided work offered for inspection is complete, including maintenance.
2. Where inspected seeding work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected by City and found to be acceptable. Remove rejected plants and materials promptly from the site.
3. Acceptance of seeded areas will be given only upon attainment of a reasonably thick uniform stand of grass of not less than 80% permanent grass coverage, free from weeds or sizable think or bare spots larger than 100 square inches.
4. If all other Work of Contract has been completed and some seeded areas still have not been accepted, Contractor shall maintain such period for an additional 60 days, exclusive of periods stated below. Seeded areas will be accepted upon attainment of a reasonably thick uniform stand of grass.
5. Maintenance Exclusion Period: November 15 through April . Note that if maintenance period extends into spring of following year, Contractor shall apply spring fertilization to seeded areas according to soil test requirements. If at or near the end of such 60 day period, unacceptable areas still remain, City may direct a final re-seeding by Contractor or authorize the contract value of performing such work deducted from monies due to Contractor.
6. Acceptance of any seeded area shall be in writing. After acceptance, Contractor will be relieved of further expense for maintaining such areas, other than for damage caused by an Work under the Contract.

615.06 Method of Measurement

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

615.07 Basis of Payment:

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

SUPPLEMENTAL SPECIFICATION
SECTION 621
LANDSCAPING

The provisions of Section 621 of the Standard Specifications shall apply with the following additions and modifications:

621.0001 Description

This work shall consist of the preservation of existing vegetation and planting of new trees, shrubs, and herbaceous materials in accordance with these specifications and in conformance with the plans or as directed.

Landscaping Warranty

The Contractor shall provide warranty for all plantings for 2 years following substantial completion.

621.0037 Method of Measurement

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

621.0038 Basis of Payment

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

SUPPLEMENTAL SPECIFICATION
SECTION 629
HAND LABOR

The provisions of Section 629 of the Standard Specifications shall apply with the following additions and modifications:

629.04 Basis of Payment

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

SUPPLEMENTAL SPECIFICATION
SECTION 631
EQUIPMENT RENTAL

The provisions of Section 631 of the Standard Specifications shall apply with the following additions and modifications:

631.08 Basis of Payment

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

SUPPLEMENTAL SPECIFICATION
SECTION 637
DUST CONTROL

The provisions of Section 637 of the Standard Specifications shall apply with the following additions or modifications:

637.01 Description

This work shall consist of applying water to control dust resulting from traffic and Contractor's operations. No calcium chloride shall be applied within the limit of work area.

Contractor shall sweep Capisic Street and any other impacted streets on at least a daily basis, or more often as directed by the City of Portland.

637.06 Basis of Payment

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

SUPPLEMENTAL SPECIFICATION
SECTION 652
MAINTENANCE OF TRAFFIC

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

652.3.6 Traffic Control

The Contractor must submit a written Traffic Control Plan before the Preconstruction Meeting to the City of Portland Transportation Engineer for approval.

Traffic route restrictions shall be in accordance with the Special Provisions of these Contract Documents and any additional restrictions applied at the time of Construction by the City's Traffic Engineer.

652.7 Method of Measurement

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

652.8 Basis of Payment

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

SUPPLEMENTAL SPECIFICATION
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 provide temporary soil and water pollution control as called out on the plans, as described on the approved Soil Erosion & Water Pollution Control Plan, in accordance with Maine Department of Environmental Protection standards and as necessary to prevent all erosion and sedimentation due to the project work.

Contractor shall drain Capisic Pond and provide stormwater bypass pumping as called out on the plans and as defined in these specifications Contractor shall be responsible for maintaining and diverting upstream flow from Capisic Brook and from the 60-inch Rockland Avenue Outfall to allow construction to take place in Capisic Pond.

656.011 Pond Draindown and Stormwater Bypass

The base Capisic Pond water level is governed by the spillway crest elevation at the Capisic Pond Dam, which is set at elevation 29.60 (NGVD 29). Prior to the start of in-pond work, the Contractor shall drain the pond down. The Pond can be drained down by means of a valve and a 24” drawdown pipe located at the dam. The invert elevation of this pipe is approximate elevation 25.8. All dredging work shall be conducted in the dry with the exception of the lowest locations of base flow and any un-drained low-points. Upon drain-down, the Contractor shall assume that the base flow from Capisic Brook can be accommodated through the parallel 120” Storm Drain that runs alongside and under the pond, with a discharge at the base of Capisic Pond Dam. The Contractor shall NOT assume that high flows can be accommodated by means of this bypass; and shall make provisions for handling bypass of high flows.

The City maintains stream flow monitoring for the Capisic Brook at a location upstream of the Pond near Warwick Street. While the Warwick Street location may not provide accurate representation of stream flows at the Capisic Pond, the stream flow at Warwick Street have been maintained seasonally since 2009 and a summary spreadsheet of stream flow can be made available upon request.

The Contractor shall TV inspect the 120” storm drain pipe prior to the start of construction. Contractor shall bypass pump base flows into an existing access structure for the 120” stormdrain, as shown on the construction drawings. Prior to final completion, the Contractor shall TV inspect the 120” storm drain pipe starting from the location of the bypass access structure and ending at the outfall/dam. The Contractor shall submit the TV inspection logs to the City for their review. The Contractor shall be responsible for cleaning or repairing any pipe condition issues noted as a result of the work. The Contractor shall be responsible for continuous maintenance and cleaning, as necessary, of the 120” storm drain bypass inlet, bypass pipe, and bypass outlet (including the channel and screen located at the outlet/base of dam).

656.6 Method of Measurement

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

656.5 Basis of Payment

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

SUPPLEMENTAL SPECIFICATION
DIVISION 700
MATERIAL DETAILS

The following are revisions and additions to the Standard Specifications. Provisions contained herein shall be considered to supplement or supersede those portions of the Standard Specifications as they apply to the Contract.

The GENERAL STATEMENT of this Division is hereby revised to read as follows:
All materials which are to be used in the work for which there is no prescribed testing by the project inspectors or other certified laboratories, the Contractor shall, prior to final acceptance as specified in subsection 105.17(b), submit a Materials Certification Letter similar to:

Company Letterhead

Mr._____Resident Date_____
Address_____ Project No._____

_____ Town_____

"This is to certify that the below listed materials, which are incorporated into the above designated project, comply with the pertinent specified material requirements of the contract. Processing, project testing and inspection control of raw materials are in conformity with the applicable drawings and/or standards of all articles furnished. (List only those items used.)

Castings, Grates, Frames and Traps
Concrete Blocks, Bricks, Precast Sections, Appurtenant Structures
Culverts, Underdrain, Sanitary Sewer Pipe and Storm Drain Pipe
Regulatory Signs and Posts

All records and documents pertinent to this letter and not submitted herewith shall be maintained available by the undersigned for a period of not less than three (3) years from the date of completion of the project.

The Materials Certification letter shall be signed by a person having legal authority to bind the Contractor.

Materials for which the above Certificate is acceptable may be subject to random sampling and testing by the City. Certified materials which fail to meet specification requirements may not be accepted.

SUPPLEMENTAL SPECIFICATION
SECTION 703
AGGREGATES

The provisions of Section 703 of the Standard Specifications shall apply with the following additions and modifications:

703.02 Coarse Aggregate for Concrete

Designated Aggregate Size

	Percent Passing Sieve				
Sieve Size	2 in.	1½ in.	1 in.	¾ in.	½ in.
2 in.	95-100	100	-	-	-
1-1/2 in.	-	95-100	100	-	-
1 in.	50-70	-	90-100	100	-
3/4 in.	-	50-70	-	90-100	100
1/2 in.	15-30	-	25-60	-	90-100
3/8 in.	-	10-30	-	20-55	-
No. 4	0-5	0-5	0-10	0-10	0-15
F.M. (+0.20)	7.45	7.20	6.95	6.70	6.10

Aggregate used in concrete shall not exceed the following maximum designated sizes:

a. 2 inches for mass concrete
b. 1-1/2 inch for piles, pile caps, footings, foundation mats, and walls 8 inches or more thick
c. 3/4 inch for slabs, beams, and girders.
d. 1/2 inch for fireproofing on steel columns and beams
e. 1 inch for all other concrete

703.06 (a) Aggregate Base

Aggregate base - crushed, type "B" shall not contain particles of rock which will not pass the two inch (2") square mesh sieve, and shall conform to the type "B" aggregate, as listed in the subsection of the Standard Specifications.

"Crushed" shall be defined as consisting of rock particles with at least 50 per cent of the portion retained on the 1/4 inch square mesh sieve, having a minimum of 2 fracture faces.

703.06 (b) Aggregate Subbase

Sand subbase shall not contain particles of rock which will not pass the one inch (1") square mesh sieve, and shall conform to the type "F" Aggregate, as listed in this subsection of the Standard Specifications.

Gravel subbase shall not contain particles of rock which will not pass the three inch (3") square mesh sieve, and shall conform to type "D" Aggregate, as listed in this subsection of the Standard Specifications.

Sieve Size	Aggregate Type		
	Type B	Type D	Type F
3”	--	100	--
2”	100	--	--
1”	--	--	100
½”	35-75	35-80	--
¼”	25-60	25-65	60-100
No. 40	0-25	0-30	0-50
No. 200	0-5	0-7	0-7

703.18 Common Borrow

Common borrow shall not contain any particle of bituminous material.

703.19 Granular Borrow

Granular borrow shall contain no particles which will not pass a three inch (3") square mesh sieve.

703.20 Gravel Borrow

Gravel borrow shall not contain particles of rock which will not pass three inch ("3") square mesh sieve.

703.30 Crushed Stone for Pipe Bedding and Underdrain

"Crushed Stone" shall be defined as rock of uniform quality and shall consist of clean, angular fragments of quarried rock, free from soft disintegrated pieces or other objectionable matter.

Crushed stone used as a bedding material for pipe and underdrain shall be uniformly graded and shall meet the follow gradations.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieve
3/4 – inch	100
3/8 – inch	20 - 55
No. 4	0 - 10

For pipe sizes 42 inches and larger:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieve
1-1/4 – inch	100
3/8 – inch	20-55
No. 4	0-10

The stone shall be free from vegetation, lumps or balls of clay, and other deleterious substances.

<u>703.31 Crushed Stone for Excavation Below Grade</u>

Crushed stone shall meet the following gradation requirements:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieve
2-1/2 – inch	100
2 – inch	95-100
1-inch	0-30
¾-inch	0-5

The above material shall be free from vegetation, lumps or balls of clay, and other deleterious substances.

SUPPLEMENTAL SPECIFICATIONS
SECTION 910
CHANNEL REHABILITATION

The following items shall be considered additions to the Standard Specifications.

910.11 Description

Work Included:

The Contractor shall furnish and install all labor, transportation, materials, equipment and incidentals required for Rockland Avenue Outfall channel rehabilitation in accordance with the Drawings and these specifications. Substitutions for the specified materials will be considered only if the proposed alternate meets or exceeds the performance criteria as identified this specification. Any proposed substitutions must be reviewed by the engineer and submitted to the governing regulatory agency for final approval.

910.12 Quality Control

Contractor shall be responsible for complying with the Contract Documents and the specified standards at a minimum. Should deviation from the Contract Documents be required, the Contractor shall request clarification from the Engineer before proceeding.

Channel rehabilitation work may be inspected by the Engineer at any time, and any changes to the plan shall be approved by Engineer prior to performing the work.

910.13 Submittals

Contractor shall submit gradations and certifications for all materials to be utilized as part of the channel rehabilitation work. Additional submittals may be required, as identified in the specifications.

Contractor shall submit samples of materials as requested by the Engineer.

Any materials found not to be acceptable during the submittal process shall be resubmitted at the expense of the contractor.

910.14 Materials

Materials used for channel rehabilitation shall include:

910.141 Rock

Rock shall be delivered and installed in a natural condition, and shall not undergo crushing or breaking to meet these specifications. Rock shall consist of semi-angular rock of appropriate color (e.g., green/gray, brown/gray, dark gray, and/or dark brown in color) obtained from an approved source. All rock shall be free from laminations, weak cleavages and shall not disintegrate from the action of air, salt, water, and in handling and placing. Concrete shall not be considered as an alternative for rock. White rock is not acceptable.

Rock sizes shall be as specified in the Contract Documents. No portion of the rocks shall be less than the specified minimum axial dimensions or minimum weight.

The rock shall have a minimum unit weight of 160 lbs. per cubic foot.

Contractor shall obtain from the quarry and submit a certificate verifying the following:
1. Rock Classification.
2. Weight per Cubic Foot.

3. Weight of Rock Being Supplied.
4. Rock quality shall meet all of the above specifications.

Samples shall be delivered to project site for approval by Engineer, prior to its use in the project. Any unsuitable material or rock which does not meet the above specified axial dimensions shall be removed at the Contractor's expense.

910.143 Bed Material

Bed material shall consist of well graded, rounded to subrounded natural field rock or natural river rock. Crushed rock from a quarry shall not be permitted. The stream bed material shall be sound, tough, dense, resistant to the action of air and water, and suitable in all respects for the purpose intended. Bed material shall meet the following gradation requirements:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieve
12-inch	100
8-inch	80-95
4-inch	50-80
2-inch	30-50
5/16-inch	20-30
No. 12	10-20
No. 50	5-10
No. 200	0

Samples of bed material shall be delivered to project site for approval by City, prior to its use in the project. Any unsuitable material or material which does not meet the above specified size distribution shall be removed at the Contractor's expense.

910.15 Installation

910.151 Outfall Stream Channel

Outfall stream channel shall be constructed in the locations identified on the plans, and in accordance with these specifications and the details shown on the plans. Outfall stream channel shall be constructed to match previous Rockland Avenue Outfall improvement work completed under separate contract.

Materials: Outfall stream channel shall be constructed using bed material and semi-angular 12-inch to 24-inch boulders in conformance with the specifications for rock.

Construction: The existing outfall stream channel shall be excavated to the depth required to allow for for the placement of a minimum of 24 inches of bed material to achieve the finish grade elevations shown on the plans.

Boulders shall be selectively placed in the bed material such that 100% of the channel bank and 50% of the channel bottom shall be visible 12-inch to 24-inch rocks. Bed material may need to be removed to achieve the finish grade elevations shown on the plans. The outfall stream channel shall be inspected by the Engineer following installation of boulders and relocation of boulders to achieve the required channel coverage shall be completed at the Contractor's expense.

910.155 Clean-up

Upon completion of the outfall stream channel work, reshape adjacent areas to final grades as shown on the plans.

4 inches of loam and seed shall be placed in impacted areas adjacent to the outfall stream channel, in accordance with the plans. All slopes 2:1 or greater outside of the channel shall have temporary erosion control matting.

Remove unsuitable and surplus rock, gravel, and excavated materials to fill areas or approved off-site locations.

910.17 Basis of Payment

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

SUPPLEMENTAL SPECIFICATIONS
SECTION 920
WETLAND BIOLOGIST

The following items shall be considered additions to the Standard Specifications.

910.11 Description

The Contractor shall be responsible for hiring Boyle Associates (contact Jim Boyle jboyle@boyleassociates.net, (207) 591-5220) as the project wetland biologist to develop a 'wildlife impact mitigation and management plan' for implementation before and during construction. The biologist shall evaluate the Contractor's proposed construction activities to prepare this project-specific plan prior to the start of any work at the site.

The Contractor must receive written approval of said plan from the Maine Department of Inland Fisheries and Wildlife Regional Biologist prior to the start of construction (coordinated through the City of Portland). The biologist must be hired by the Contractor to provide onsite consultation services (at a rate prescribed in the plan) to monitor compliance with the plan throughout the mitigation and construction efforts. The Contractor shall be responsible for implementing the considerations and recommendations made by the wetland biologist during construction.

910.17 Basis of Payment

Refer to Section 102 of the Special Provisions for measurement and payment requirements.

Appendix A

City of Portland
Level III Site Plan

Permit Approval Document

CITY OF PORTLAND, MAINE
PLANNING BOARD

Stuart O'Brien, Chair
Timothy Dean, Vice Chair
Elizabeth Boepple
Sean Dundon
Bill Hall
Carol Morrissette
Jack Soley

April 16, 2014

Doug Roncarati, Stormwater Program Coordinator,
City of Portland Department of Public Services
55 Portland Street
Portland, ME 04101

Project Name:	Capisic Pond Enhancement; Level III Site Plan
Project ID:	#2013-268
Project Address:	Vicinity of Capisic Street
CBL:	224 C 001; 192 C001; 224 A X001
Applicant:	Doug Roncarati, Stormwater Program Coordinator, City of Portland, Department of Public Services
Planner:	Jean Fraser

Dear Doug:

On March 25th, 2014 the Portland Planning Board approved a Level III Final Site Plan for the enhancement project to the Capisic Pond within the Capisic Pond Park in the vicinity of Capisic Street. The proposals include the removal of cattails and sediments from historically open waters and replanting with a diverse range of vegetation that will support a greater diversity of habitat and help maintain the open water area. The area of disturbance is approximately 8 acres.

The Planning Board reviewed the proposal for conformance with the standards of the Site Plan Ordinance and voted 5-0 (Dundon and O'Brien absent) to approve the application with the following conditions as presented below.

On the basis of the Level III site plan application, plans, reports and other information submitted by the applicant, findings and recommendations contained in the Planning Board Report for the public hearing on March 25, 2014 for application #2013-268 Capisic Pond Enhancement, relevant to the Site Plan standards and other regulations, and the testimony presented at the Planning Board hearing, the Planning Board finds that the plan is in conformance with the site plan standards of the Land Use Code, subject to the following conditions of approval:

i. That a copy of the NRPA, Army Corps and MDEP permits shall be submitted to the Planning Authority prior to the issuance of a building permit. If there are significant modifications to the proposals as a result of the these reviews, then an amended site plan would be required for approval by the Planning Authority prior to the issuance of a building permit; and

ii. That the applicant shall obtain easements or temporary construction agreements for all work outside the boundaries of the site, to be reviewed and approved by Corporation Counsel and the recorded copies shall be provided to the Planning Authority prior to the issuance of a building permit; and

iii. That the applicant and contractors and all associated truck operators shall follow the submitted routing program (including Notes on Plan 2 G-001) and avoid the peak drop off and pick up times at Breakwater School, and that Breakwater School shall be formally advised, 3 weeks prior to the start of any associated truck traffic, of the times of truck traffic so that they may advise parents of the arrangements; and

iv. That the best management practices and timeframes listed and required in the City of Portland Ordinances for the Shoreland Zone shall be followed during the construction work; and

v. That this approval is valid for 3 years from the date of Planning Board approval.

The approval is based on the submitted plans and the findings related to site plan review standards as contained in the Planning Board Report for the public hearing on March 25th, 2014 for application #2013-268 (Capisic Pond Enhancement), which is attached. The standard conditions of approval are listed below.

STANDARD CONDITIONS OF APPROVAL

Please note the following standard conditions of approval and requirements for all approved site plans:

1. **Develop Site According to Plan** The site shall be developed and maintained as depicted on the site plan and in the written submission of the applicant. Modification of any approved site plan or alteration of a parcel which was the subject of site plan approval after May 20, 1974, shall require the prior approval of a revised site plan by the Planning Board or the Planning Authority pursuant to the terms of Chapter 14, Land Use, of the Portland City Code.

2. **Separate Building Permits Are Required** A "Site Work Only" Building Permit for the site work is required; please coordinate with the Inspections Division to arrange for this building permit.

3. **Site Plan Expiration** The site plan approval will be deemed to have expired unless work has commenced within three (3) years of the approval, as per condition v. above. This expiry date may not be extended.

4. **Inspection Fees** An inspection fee payment of $300 and seven (7) final sets of plans must be submitted to the Planning Division prior to the release of a building permit, street opening permit or certificate of occupancy for site plans. If you need to make any modifications to the approved plans, you must submit a revised site plan application for staff review and approval.

5. **Preconstruction Meeting** Prior to the release of a building permit or site construction, a pre-construction meeting shall be held at the project site. This meeting will be held with the contractor, Development Review Coordinator, Public Service's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the Development Review Coordinator will confirm that the contractor is working from the approved site plan. The site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction meeting.

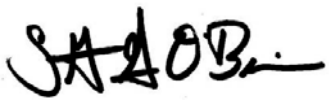
6. **Department of Public Services Permits** If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)

7. **As-Built Final Plans** Final sets of as-built plans shall be submitted digitally to the Planning Division, on a CD or DVD, in AutoCAD format (*,dwg), release AutoCAD 2005 or greater.

The Development Review Coordinator must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at the Planning Division at 874-8632. All site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If you have any questions, please contact Jean Fraser at 874 8728 or jf@portlandmaine.gov.

Sincerely,



Stuart O'Brien, Chair
Portland Planning Board

Attachment: P. B. Hearing Report for the public hearing on March 25th, 2014 re #2013-268 (Capisic Pond Enhancement)

Electronic Distribution:

Jeff Levine, AICP, Director of Planning and Urban Development
Alexander Jaegerman, Planning Division Director
Barbara Barhydt, Development Review Services Manager
Jean Fraser, Planner
Philip DiPierro, Development Review Coordinator
Marge Schmuckal, Zoning Administrator
Tammy Munson, Inspections Division Director
Lannie Dobson, Inspections Division
Michael Bobinsky, Public Services Director
Katherine Earley, Engineering Services Manager, Public Services
Bill Clark, Project Engineer, Public Services
David Margolis-Pineo, Deputy City Engineer, Public Services
Greg Vining, Associate Engineer, Public Service
Michelle Sweeney, Associate Engineer
John Low, Associate Engineer, Public Services
Rhonda Zazzara, Field Inspection Coordinator, Public Services
Mike Farmer, Project Engineer, Public Services
Jane Ward, Administration, Public Services
Jeff Tarling, City Arborist, Public Services
Jeremiah Bartlett, Public Services
Captain Chris Pirone, Fire Department
Danielle West-Chuhta, Corporation Counsel
Jennifer Thompson, Associate Corporation Counsel
Thomas Errico, P.E., TY Lin Associates
David Senus, P.E., Woodard and Curran
Rick Blackburn, Assessor's Department
Approval Letter File

Appendix B

Maine Department of Environmental Protection
Natural Resources Protection Act Individual Permit

Signed Permit Approval

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

PAUL R. LEPAGE
GOVERNOR

PATRICIA W. AHO
COMMISSIONER

May 2014

City of Portland
Attn: Nathaniel Smith
55 Portland Street
Portland, ME 04101

RE: Natural Resources Protection Act Application, Portland
DEP #L-26292-TF-A-N/L-26292-IW-B-N

Dear Mr. Smith:

Please find enclosed a signed copy of your Department of Environmental Protection land use permit. You will note that the permit includes a description of your project, findings of fact that relate to the approval criteria the Department used in evaluating your project, and conditions that are based on those findings and the particulars of your project. Please take several moments to read your permit carefully, paying particular attention to the conditions of the approval. The Department reviews every application thoroughly and strives to formulate reasonable conditions of approval within the context of the Department's environmental laws. You will also find attached some materials that describe the Department's appeal procedures for your information.

If you have any questions about the permit or thoughts on how the Department processed this application please get in touch with me directly. I can be reached at (207) 523-9807 or at david.cherry@maine.gov.

Sincerely,

David Cherry, Project Manager
Division of Land Resource Regulation
Bureau of Land and Water Quality

pc: File

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769
(207) 764-0477 FAX: (207) 760-3143

web site: www.maine.gov/dep

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION AUGUSTA, MAINE 04333-0017

DEPARTMENT ORDER

IN THE MATTER OF

CITY OF PORTLAND	) NATURAL RESOURCES PROTECTION ACT
Portland, Cumberland County	) FRESHWATER WETLAND ALTERATION
CAPISIC POND DREDGING	) SIGNIFICANT WILDLIFE HABITAT
L-26292-TF-A-N (approval)	) WATER QUALITY CERTIFICATION
L-26292-IW-B-N (approval)	) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of the CITY OF PORTLAND with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History of Project: On January 29, 2014, the Department approved a Natural Resources Protection Act (NRPA) Permit By Rule (PBR #57471) for improvements to the Rockland Avenue Outfall. The PBR authorized several activities, including the installation of an outfall pipe, a wildlife enhancement or water quality improvement project, and activities within a high or moderate value inland waterfowl and wading bird habitat. The PBR indicated that these activities would be performed by the applicant in accordance with the standards of Chapter 305 of the NRPA, Sections 7, 13, and 20 The purpose of the project was to stabilize a channel from an outfall pipe that flows from Rockland Ave and drains into Capisic Pond.

B. Summary: The applicant proposes to increase the open water area of Capisic Pond from two acres to four and a half acres and to increase the depth from the current one foot to three feet. The dredge area, comprised mostly of cattails, will be limited to within the bounds of a coffer dam at the north end of the pond, along the eastern and western edge of the wetland, and south to Capisic Street. An area of sediment and cattails located above the Capisic Pond Dam south of Capisic Street on the western edge of the pond will be removed. These areas are depicted on the plan titled "Wetland Impact Figure – Existing Conditions" drawn by Woodard and Curran and dated February 2014.

The project will be accomplished by dredging 16,000 cubic yards of material from the pond. Once the pond has been drained, the applicant will use mechanical excavation with equipment on the pond floor and will bring the material to the dewatering site. The pond is mapped as moderate value Inland Waterfowl and Wading Bird Habitat (IWWH) as designated by the Maine Department of Inland Fisheries and Wildlife (MDIFW). Of the 16,000 cubic yards of material, 7,500 cubic yards will be used onsite to recreate a habitat transition zone along the pond edge. The remaining 8,500 cubic yards will be transported

to an offsite upland location. The access to the project site is located on Capisic Street and Macy Street in the City of Portland.

C. Current Use of the Site: Capisic Pond has historically been used as an impounded pond since the 1600's in connection with the operation of a grist mill and was most recently dredged in the 1950's. Since that time, the pond has experienced a reduction in open water from approximately 7.7 acres to the current two acres. The site is currently used as a city park. The project is located on several lots identified as Lot X001 on Map 224; Lot C001 on Map 192; and Lot X001 on Map 224A.

2. EXISTING SCENIC, AESTHETIC, RECREATIONAL OR NAVIGATIONAL USES:

In accordance with Chapter 315, Assessing and Mitigating Impacts to Scenic and Aesthetic Uses, the applicant submitted a copy of the Department's Visual Evaluation Field Survey Checklist as Appendix A to the application along with a description of the property and the proposed project. The applicant also submitted several photographs of the proposed project site including an aerial photograph of the project site. Department staff visited the project site on April 18, 2014.

The proposed project is located in Capisic Pond, which is a scenic resource visited by the general public, in part, for the use, observation, enjoyment and appreciation of its natural and cultural visual qualities. The proposed project will result in a larger expanse of open water area, but will not appreciably change the landscape of the area. The applicant proposes to implement an extensive planting plan for the transition zones between the open water and the upland. When finished, the plantings are expected to increase ecosystem diversity and the visibility of the open water from the scenic resource. The applicant must monitor the plantings and the plantings must be replaced or maintained as necessary to achieve 85% survival after one full growing season.

The proposed project was evaluated using the Department's Visual Impact Assessment Matrix and was found to have an acceptable potential visual impact rating. Based on the information submitted in the application, the visual impact rating, and the site visit, the Department determined that the location and scale of the proposed activity is compatible with the existing visual quality and landscape characteristics found within the viewshed of the scenic resource in the project area.

The Department did not identify any issues involving existing recreational and navigational uses.

The Department finds that the proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational or navigational uses of the protected natural resource provided that the applicant monitors and maintains the plantings as described above.

3. SOIL EROSION:

The applicant proposes to minimize turbidity by installing a coffer dam at the northern end of the pond and diverting the water through the stormwater drain that runs through the park. The pond will be drained of water so that equipment can work in the dry. The applicant will install geotextile fabric and concrete barricades to form a stockpile and dewatering site. Water will be directed through an existing 120-inch stormwater drain and will rejoin Capisic Brook at the dam outfall. Dredging is planned to occur between the months of August and October.

The Department finds that the activity will not cause unreasonable erosion of soil or sediment nor unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.

4. HABITAT CONSIDERATIONS:

According to the Department's Geographic Information System (GIS) database, and as described in Finding 1, the project area contains moderate value IWWH, which is a Significant Wildlife Habitat pursuant to the Natural Resources Protection Act (NRPA).

MDIFW reviewed the proposed project and stated that it will be beneficial for waterfowl and other bird species using the pond. Removing sediment and other materials from the pond will create additional open water, resulting in greater diversity in the wetland complex. MDIFW further commented that Pan's Box and Snapping Turtles, which are not rare or endangered, are present on site and may be impacted by the dredging operations, and recommended that the applicant contact MDIFW staff to coordinate the trapping and relocation of turtles prior to the start of dredge activity. The proposed timing for the project, in which dewatering of the pond will occur in May and the work done during the summer, would facilitate the trapping of turtles for temporary relocation since they will be coming out of hibernation then. MDIFW also suggested finding a location near Capisic Pond where the turtles could be released and recaptured to return to the pond after construction has finished. The applicant agreed to work with the MDIFW to meet this request.

MDIFW had no inland fisheries concerns with the proposed project.

The Department finds that the activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine or marine fisheries or other aquatic life.

5. WATER QUALITY CONSIDERATIONS:

The applicant proposes to take measures to prevent erosion and avoid downstream siltation as described in Finding 3.

The Department does not anticipate that the proposed project will violate any state water quality law, including those governing the classification of the State's waters.

6. WETLANDS AND WATERBODIES PROTECTION RULES:

The applicant proposes to directly alter 197,100 square feet of freshwater wetland to a depth of 29.60 National Geodetic Vertical Datum (NGVD). As described in Finding 1, some of the dredge material will be utilized onsite to create a transition zone and some will be transported to an offsite upland location.

The Wetland Protection Rules interpret and elaborate on the NRPA criteria for obtaining a permit. The rules guide the Department in its determination of whether a project's impacts would be unreasonable. A proposed project would generally be found to be unreasonable if it would cause a loss in wetland area, functions and values and there is a practicable alternative to the project that would be less damaging to the environment. Each application for a NRPA permit that involves a freshwater wetland alteration must provide an analysis of alternatives in order to demonstrate that a practicable alternative does not exist.

A. Avoidance. No activity may be permitted if there is a practicable alternative to the project that would be less damaging to the environment. The applicant submitted an alternatives analysis for the proposed project completed by Woodard & Curran and dated January, 2014. The purpose of the proposed project is to restore more open water area to enhance the wildlife function of Capisic Pond by providing higher quality habitat for IWWH and other birds and wildlife. The applicant states that Capisic Pond and the surrounding watershed have been the focus of several improvement projects including infrastructure improvements, maintenance programs, and community outreach and education. While these efforts have improved the overall quality of the pond, sediment accumulation and cattail growth still continue to be a problem. The continued growth of the cattails would eventually eliminate the entire open water portion of the wetland complex. To accomplish the project purpose, some impact to the open water wetland is unavoidable.

B. Minimal Alteration. The amount of freshwater wetland to be altered must be kept to the minimum amount necessary for meeting the overall purpose of the project. The applicant considered several options in addition to the current proposal. These included allowing the pond to mature into an emergent marsh, dredge the pond to the 1950's size, and create an enhancement plan. Allowing the marsh to continue to mature was rejected due to the loss of IWWH designation, and opening the pond to the 1950's size was rejected due to the cost of removing the materials and the amount of vegetation that would be lost.

Within the enhancement plan option, the applicant considered three different strategies. The first was to alter the weir structure at the dam and raise the pond depth. Alteration of the weir structure would be effective in reducing the amount of cattails by raising the water level, but would only partially meet the project goal of habitat enhancement. The

applicant previously altered the dam in 2001 to alleviate upstream flooding, and altering the weir again may re-introduce the possibility of flooding and would not meet the other project goals. Also among concerns is the difficulty to provide consistent water levels and the length of time to remove cattails through inundation with higher water levels. An alternative strategy was to implement a mechanical cattail control plan. This option would remove the cattails but would not provide more open water for habitat enhancement. In addition, this option would require annual cutting, take a longer time to improve habitat, and would not maintain consistent water levels.

The applicant selected the current proposal of dredging the pond to create open water and remove cattail stands while utilizing the dredge material to create wetland habitat. This strategy will remove the cattails to create open water, yet provide a diverse ecosystem along the edge of the pond. The proposed dredge, coupled with the previous actions by the city to reduce stormwater runoff into the pond, provide long-term solutions to the in-filling of the pond leading to continued proliferation of cattail growth while maintaining, and potentially improving, the current IWWH designation for the pond.

C. Compensation. In accordance with Chapter 310 Section 5(C)(1), compensation is required when the Department determines that a wetland alteration will cause a wetland function or functions to be lost or degraded as identified by a functional assessment or by the Department's evaluation of the project. The Department reviewed the applicant's functional assessment and the overall project goals and determined that, since the project is to maintain and improve current IWWH status and promote habitat diversity, there will be no loss of function and values with as a result of the proposed project. In addition, MDIFW raised no objections to the proposal, provided turtles are trapped and relocated as discussed in Finding 4. For these reasons, the Department determined that compensation is not required.

The Department finds that the applicant has avoided and minimized Capisic Pond wetland impacts to the greatest extent practicable, and that the proposed project represents the least environmentally damaging alternative that meets the overall purpose of the project.

7. OTHER CONSIDERATIONS:

Capisic Pond is classified as Class C. The upland use of the dredge material from a Class C waterbody is exempt from the Department's Solid Waste Management Rules, Chapter 418 Beneficial Use licensing requirements.

Dredge material will be stockpiled and dewatered on-site according to the plan titled "Construction Plan, C-101" dated April 1, 2014 and submitted with the application. Material will be dewatered and either utilized onsite or brought to an upland disposal site. The applicant submitted a letter dated May 9, 2014 from Woodard and Curran indicating that the 8,500 cubic yards of dredge material to be disposed of off-site will be transported to the Crossroads Landfill, operated by Waste Management in Norridgewock. This

location does not require additional review and permitting by the Department, although the accepting facility may require additional testing of the material prior to acceptance.

The applicant indicated that the contractor selected for the project would be given the option to find an alternative location for the material. The applicant must ensure that disposal of the material at a location other than Crossroads Landfill meets the Department's Solid Waste Management Rules.

The Department did not identify any other issues involving existing scenic, aesthetic, or navigational uses, soil erosion, habitat or fisheries, the natural transfer of soil, natural flow of water, water quality, or flooding.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act:

A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses provided that the applicant monitors and maintains vegetation as described in Finding 2.

B. The proposed activity will not cause unreasonable erosion of soil or sediment.

C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.

D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life.

E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.

F. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters.

G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.

H. The proposed activity is not on or adjacent to a sand dune.

I. The proposed activity is not on an outstanding river segment as noted in Title 38 M.R.S.A. Section 480-P.

THEREFORE, the Department APPROVES the above noted application of the CITY OF PORTLAND to dredge Capisic Pond as described in Finding 1, SUBJECT TO THE ATTACHED CONDITIONS, and all applicable standards and regulations:

1. Standard Conditions of Approval, a copy attached.

2. The applicant shall take all necessary measures to ensure that its activities or those of its agents do not result in measurable erosion of soil on the site during the construction of the project covered by this approval.

3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

4. The applicant shall monitor the plantings for survival and replace and maintain plantings to achieve an 85% survival after one full growing season.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 23RD DAY OF May, 2014.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: Michael Kuhns
For: Patricia W. Aho, Commissioner

Filed
MAY 23 2014
State of Maine
Board of Environmental Protection

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES…

DC/L26292anbn/ATS#77368, 77421

Natural Resources Protection Act (NRPA)
Standard Conditions

THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCE PROTECTION ACT, TITLE 38, M.R.S.A. SECTION 480-A ET.SEQ. UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

A. Approval of Variations From Plans. The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.

B. Compliance With All Applicable Laws. The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.

C. Erosion Control. The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.

D. Compliance With Conditions. Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other the specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.

E. Time frame for approvals. If construction or operation of the activity is not begun within four years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.

F. No Construction Equipment Below High Water. No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.

G. Permit Included In Contract Bids. A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.

H. Permit Shown To Contractor. Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.

DEP INFORMATION SHEET

Appealing a Department Licensing Decision

Dated: March 2012 **Contact: (207) 287-2811**

SUMMARY

There are two methods available to an aggrieved person seeking to appeal a licensing decision made by the Department of Environmental Protection's ("DEP") Commissioner: (1) in an administrative process before the Board of Environmental Protection ("Board"); or (2) in a judicial process before Maine's Superior Court. An aggrieved person seeking review of a licensing decision over which the Board had original jurisdiction may seek judicial review in Maine's Superior Court.

A judicial appeal of final action by the Commissioner or the Board regarding an application for an expedited wind energy development (35-A M.R.S.A. § 3451(4)) or a general permit for an offshore wind energy demonstration project (38 M.R.S.A. § 480-HH(1)) or a general permit for a tidal energy demonstration project (38 M.R.S.A. § 636-A) must be taken to the Supreme Judicial Court sitting as the Law Court.

This INFORMATION SHEET, in conjunction with a review of the statutory and regulatory provisions referred to herein, can help a person to understand his or her rights and obligations in filing an administrative or judicial appeal.

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

The laws concerning the DEP's *Organization and Powers*, 38 M.R.S.A. §§ 341-D(4) & 346, the *Maine Administrative Procedure Act*, 5 M.R.S.A. § 11001, and the DEP's *Rules Concerning the Processing of Applications and Other Administrative Matters* ("Chapter 2"), 06-096 CMR 2 (April 1, 2003).

HOW LONG YOU HAVE TO SUBMIT AN APPEAL TO THE BOARD

The Board must receive a written appeal within 30 days of the date on which the Commissioner's decision was filed with the Board. Appeals filed after 30 calendar days of the date on which the Commissioner's decision was filed with the Board will be rejected.

HOW TO SUBMIT AN APPEAL TO THE BOARD

Signed original appeal documents must be sent to: Chair, Board of Environmental Protection, c/o Department of Environmental Protection, 17 State House Station, Augusta, ME 04333-0017; faxes are acceptable for purposes of meeting the deadline when followed by the Board's receipt of mailed original documents within five (5) working days. Receipt on a particular day must be by 5:00 PM at DEP's offices in Augusta; materials received after 5:00 PM are not considered received until the following day. The person appealing a licensing decision must also send the DEP's Commissioner a copy of the appeal documents and if the person appealing is not the applicant in the license proceeding at issue the applicant must also be sent a copy of the appeal documents. All of the information listed in the next section must be submitted at the time the appeal is filed. Only the extraordinary circumstances described at the end of that section will justify evidence not in the DEP's record at the time of decision being added to the record for consideration by the Board as part of an appeal.

WHAT YOUR APPEAL PAPERWORK MUST CONTAIN

Appeal materials must contain the following information at the time submitted:

1. *Aggrieved Status.* The appeal must explain how the person filing the appeal has standing to maintain an appeal. This requires an explanation of how the person filing the appeal may suffer a particularized injury as a result of the Commissioner's decision.
2. *The findings, conclusions or conditions objected to or believed to be in error.* Specific references and facts regarding the appellant's issues with the decision must be provided in the notice of appeal.
3. *The basis of the objections or challenge.* If possible, specific regulations, statutes or other facts should be referenced. This may include citing omissions of relevant requirements, and errors believed to have been made in interpretations, conclusions, and relevant requirements.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license or permit to changes in specific permit conditions.
5. *All the matters to be contested.* The Board will limit its consideration to those arguments specifically raised in the written notice of appeal.
6. *Request for hearing.* The Board will hear presentations on appeals at its regularly scheduled meetings, unless a public hearing on the appeal is requested and granted. A request for public hearing on an appeal must be filed as part of the notice of appeal.
7. *New or additional evidence to be offered.* The Board may allow new or additional evidence, referred to as supplemental evidence, to be considered by the Board in an appeal only when the evidence is relevant and material and that the person seeking to add information to the record can show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process or that the evidence itself is newly discovered and could not have been presented earlier in the process. Specific requirements for additional evidence are found in Chapter 2.

OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with all relevant material in the DEP record.* A license application file is public information, subject to any applicable statutory exceptions, made easily accessible by DEP. Upon request, the DEP will make the material available during normal working hours, provide space to review the file, and provide opportunity for photocopying materials. There is a charge for copies or copying services.
2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing your appeal.* DEP staff will provide this information on request and answer questions regarding applicable requirements.
3. *The filing of an appeal does not operate as a stay to any decision.* If a license has been granted and it has been appealed the license normally remains in effect pending the processing of the appeal. A license holder may proceed with a project pending the outcome of an appeal but the license holder runs the risk of the decision being reversed or modified as a result of the appeal.

WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD

The Board will formally acknowledge receipt of an appeal, including the name of the DEP project manager assigned to the specific appeal. The notice of appeal, any materials accepted by the Board Chair as supplementary evidence, and any materials submitted in response to the appeal will be sent to Board members with a recommendation from DEP staff. Persons filing appeals and interested persons are notified in advance of the date set for Board consideration of an appeal or request for public hearing. With or without holding a public hearing, the Board may affirm, amend, or reverse a Commissioner decision or remand the matter to the Commissioner for further proceedings. The Board will notify the appellant, a license holder, and interested persons of its decision.

II. JUDICIAL APPEALS

Maine law generally allows aggrieved persons to appeal final Commissioner or Board licensing decisions to Maine's Superior Court, see 38 M.R.S.A. § 346(1); 06-096 CMR 2; 5 M.R.S.A. § 11001; & M.R. Civ. P 80C. A party's appeal must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other person, an appeal must be filed within 40 days of the date the decision was rendered. Failure to file a timely appeal will result in the Board's or the Commissioner's decision becoming final.

An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. See 38 M.R.S.A. § 346(4).

Maine's Administrative Procedure Act, DEP statutes governing a particular matter, and the Maine Rules of Civil Procedure must be consulted for the substantive and procedural details applicable to judicial appeals.

ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal process, for administrative appeals contact the Board's Executive Analyst at (207) 287-2452 or for judicial appeals contact the court clerk's office in which your appeal will be filed.

Note: The DEP provides this INFORMATION SHEET for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.

Appendix C

Maine Department of Environmental Protection
Natural Resources Protection Act Permit By Rule

Filed PBR Application

11/14/2013

DEPARTMENT OF ENVIRONMENTAL PROTECTION
NRPA PERMIT BY RULE NOTIFICATION FORM

(For use with DEP Regulation, Natural Resources Protection Act–Permit by Rule Standards, Chapter 305)

PLEASE TYPE OR PRINT IN *BLACK INK ONLY*

Name of Applicant: (owner)	City of Portland, Department of Public Services, c/o Nathaniel Smith, Project Manager	**Name of Agent:**	Woodard & Curran, c/o Lauren Swett, PE				
Applicant Mailing Address:	55 Portland Street	**Agent Phone # (include area code):**	207-558-3763				
Town/City:	Portland	**PROJECT Information Name of Town/City:**	Portland				
State and Zip code:	Maine 04101	**Name of Wetland or Waterbody:**	Un-named Stream & Capisic Pond				
Daytime Phone # (include area code):	207-874-8801	**Map #:**	224A	**Lot #:**	X001		

Detailed Directions to Site: From the Southern Maine Regional Office, head southwest on Canco Road, and turn left onto Read Street, right onto Ocean Street, left onto Forest Avenue, right onto Woodford Street, left onto Colonial Road, and right onto Rockland Avenue to the entrance to the Capisic Pond Park.

UTM Northing: (if known)		**UTM Easting: (if known)**	

Description of Project: Improvements include the stabilization of the channel downstream of the pedestrian bridge using natural rounded river stone and gravel to match upstream channel, and the removal and disposal of cattails.

Part of a larger project? (check one)➔	■ Yes ☐ No	**After the Fact? (check one)➔**	☐ Yes ■ No	**Check one➔** This project ☐ does (or) ■ does not involve work below mean low water (average low water).

NRPA 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.

- ☐ **Sec. (2) Act. Adj. to Protected Natural Res.**
- ☐ **Sec. (3) Intake Pipes**
- ☐ **Sec. (4) Replacement of Structures**
- ☐ **Sec. (5) REPEALED**
- ☐ **Sec. (6) Movement of Rocks or Vegetation**
- ☐ **Sec. (7) Outfall Pipes**
- ☐ **Sec. (8) Shoreline stabilization**
- ☐ **Sec. (9) Utility Crossing**
- ☐ **Sec. (10) Stream Crossing**
- ☐ **Sec. (11) State Transportation Facil.**
- ☐ **Sec. (12) Restoration of Natural Areas**
- ■ **Sec. (13) F&W Creation/Enhance/Water Quality Improvement**
- ☐ **Sec. (14) REPEALED**
- ☐ **Sec. (15) Public Boat Ramps**
- ☐ **Sec. (16) Coastal Sand Dune Projects**
- ☐ **Sec. (17) Transfers/Permit Extension**
- ☐ **Sec. (18) Maintenance Dredging**
- ☐ **Sec. (19) Activities in/on/over significant vernal pool habitat**
- ■ **Sec. (20) Activities located in/on/over high or moderate value inland water-fowl & wading bird habitat or shore-bird feeding & roosting areas**

NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS:

- ■ ***Attach*** **a check for the correct fee, payable to: "Treasurer, State of Maine". The current fee for NRPA PBR Notifications can be found at the Department's website: http://www.maine.gov/dep/feesched.pdf**
- ■ ***Attach*** **a U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.**
- N/A ☐ ***Attach*** **Proof of Legal Name if applicant is a corporation, LLC, or other legal entity.** Provide a copy of Secretary of State's *registration information* (available at http://icrs.informe.org/nei-sos-icrs/ICRS?MainPage=x). Individuals and municipalities are **not** required to provide any proof of identity,
- ■ ***Attach*** **photos of the proposed site where activity will take place as required 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:	Lauren Swett	**Date:**	11/9/15

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	PORTLAND DEP	BANGOR DEP	PRESQUE ISLE DEP
17 STATE HOUSE STATION	312 CANCO ROAD	106 HOGAN ROAD	1235 CENTRAL DRIVE
AUGUSTA, ME 04333-0017	PORTLAND, ME 04103	BANGOR, ME 04401	PRESQUE ISLE, ME 04769
(207)287-3901	(207)822-6300	(207)941-4570	(207)764-0477

OFFICE USE ONLY	Ck.#		Staff	Staff	
PBR #	FP	Date	Acc. Date	Def. Date	After Photos

DEPLW0311-O2013

Appendix D

United States Army Corps of Engineers
Maine General Permit

Signed Permit Approval

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

City of Portland Department of Public Services
c/o Nathaniel Smith Project Manager
55 Portland Street
Portland, ME 04101

CORPS PERMIT # NAE-2014-00383
CORPS PGP ID# 14-070
STATE ID# L-26292-TF-A-N

DESCRIPTION OF WORK:
excavate approximately 16,000 cy's of sediment and cattails from 304,800 SF (7.0 acres) and 52,500 SF(1.2 acres) of upland in and adjacent to Capisic Pond to a depth of 29.60 NGVD (-3') in conjunction with enhancing/restoring the open water area of Capisic Pond. The work also includes placing approximately 7,500 cy's of dredged material in 115,600 SF (2.65 acres) of wetland/waterway and 44,600SF (1.02 acres of excavated upland area around the edge of the pond to create approximately 2.7 acres of riparian scrub-shrub wetland around the reestablished 4.5 acres of open water. **See additional Description of work and Attached Conditions:**

LAT/LONG COORDINATES : 43.666305 N 70.30778 W **USGS QUAD:** ME- Portland West

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 [X], ISSUED[ ], DENIED [ ] DATE

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

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: N/A LEVEL OF REVIEW: CATEGORY 1:___ CATEGORY 2: X

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

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

Rodney A. Howe
RODNEY A. HOWE
SENIOR PROJECT MANAGER
MAINE PROJECT OFFICE

7-1-2014
FRANK J. DEL GIUDICE **DATE**
CHIEF, PERMITS & ENFORCEMENT BRANCH
REGULATORY DIVISION

US Army Corps
of Engineers
New England District

DESCRIPTION OF WORK CONTINUED
DEPARTMENT OF THE ARMY
GENERAL PERMIT
NO. NAE-2014-00383

(Description continued):

The 2.7 acres of riparian scrub-shrub wetland will be planted with native wetland species in an effort to enhance and diversify the Inland Waterbird and Waterfowl Habitat and help eliminate cattails. The remaining 8,500 CY's of excavated sediment will be dewatered on site and disposed of at a State approved upland disposal area. During construction a cofferdam will be installed at the head of the pond to divert flows to an existing 120" concrete storm drain that runs parallel to the pond and outlets downstream at the pond dam. The work is shown on the attached plans entitled "Capisic Pond Enhancements City of Portland, Maine by Woodard & Curran 41 Hutchins Drive Portland, Maine" in 10 sheets dated December 2013 revised April 1, 2014.

SEE ATTACHED CONDITIONS:

US Army Corps
of Engineers ®
New England District

PLEASE NOTE THE FOLLOWING GENERAL CONDITIONS FOR
DEPARTMENT OF THE ARMY
GENERAL PERMIT
NO. NAE-2014-00383

1. 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.

2. 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.

3. Please note General Condition 21. Sedimentation and Erosion Control on page 11 of the attached Programmatic General Permit.

4. Dewatering of the pond shall occur during the month of May in consultation with the Maine Department of Inland Fisheries and Wildlife Region A wildlife biologist Cory Stearns and species specialist Derek Yorks to (a. Provide adequate time to trap and temporarily relocate turtles and (b. Provide additional drying time of the pond sediments prior to excavation.

5. Clearing of vegetation and excavation activities shall limited to August 15 thru November 1 to protect nesting birds and their young.

6. The permittee shall insure that their contractor hires a qualified wetland biologist to develop a 'wildlife impact mitigation and management plan' for implementation before and during construction. The contractor must receive written approval of the plan from the Maine Department of Inland Fisheries and Wildlife Regional Biologist prior to construction. The wetland biologist shall provide onsite consultation services and recommendations throughout all aspects of the mitigation and construction efforts to insure compliance with plan including all permit conditions.

7. The permittee shall implement all terms and conditions contained in the attached water quality certification from the Maine Department of Environmental Protection dated "23 May 2014". Copies of all required submittals shall also be provided to the Corps.

8. Upon completion of construction the permittee shall implement the attached "Capisic Pond Enhancement Project – Portland, Maine Monitoring and Management Plan" dated February 2014. Monitoring and remedial measures shall occur for a period of 5 years commencing with the first growing season after construction is completed as described in the monitoring plan.

Appendix E

United States Army Corps of Engineers
Maine General Permit - Amendment

Signed Permit Amendment

(PENDING)

Appendix F

Maine Department of Environmental Protection
Maine Construction General Permit

Filed Notice of Intent Document

NOTICE OF INTENT TO COMPLY WITH MAINE CONSTRUCTION GENERAL PERMIT

PLEASE TYPE OR PRINT IN *BLACK INK ONLY*

Name of Applicant (Owner):	City of Portland, Department of Public Services, c/o Nathaniel Smith, Project Manager		**Applicant Mailing Address:**	55 Portland Street	
Town/City:	Portland		**State:**	Maine	**Zip Code:** 04101
Daytime phone: (with area code)	207-874-8801	**Email if available:**	NHS@portlandmaine.gov	**Name of Agent:**	Woodard & Curran, c/o Lauren Swett lswett@woodardcurran.com 207-558-3763
Project Location: (Town/City):	Portland	**UTM Northing: (if known)**	4835558.5	**UTM Easting: (if known)**	394584.9
Map #:	224A	**Lot #:**	X001	**Size of disturbed area proposed:**	8.4 acres
Creating a common plan of development or sale?	**Yes**	**(No)**	**Part of a larger project?**	**Yes**	**(No)**
Name of waterbody(ies) to which the disturbed area drains, or name municipality if drains to an MS4:	Fore River				
Does site drain to an Impaired Waterbody (C)? If so, give name:	Capisic Pond is part of the Capisic Brook Watershed				
Detailed directions to site, including address if available:	From the Southern Maine Regional Office, travel southwest on Canco Rd, turn left onto Read St, right onto Ocean St, left onto Forest Ave, right onto Woodford St, left onto Colonial Road				
Description of project and its purpose:	The Capisic Pond Enhancement Project will include the mechanical removal of cattails and sediments from Capisic Pond to increase the open water in the pond to approximately 4.5 acres. New wetland areas to support diverse wetland plantings will be constructed around the pond perimeter using a portion of the dredge sediment. The purpose of the project is to improve wildlife habitat by providing an ideal balance of open water and wetland areas.				

I am filing notice of my intent to carry out work which meets the requirements of the Construction General Permit (effective 3/10/03). I have a copy of the Construction General Permit. I have read and will comply with all of the standards. I have attached all the required submittals. *Notification forms cannot be accepted without the necessary attachments.*

- ☒ ALL: A check (non-refundable) made payable to: "Treasurer, State of Maine." **See DEP fee schedule for correct fee**. You must know # of acres being permitted to determine the fee.
- ☒ ALL: A U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.
- ☒ ALL: Drawing of the proposed activity (site plan).
- ☒ ALL: An ESC plan.
- ☒ IF this form is not being signed by the landowner or lessee of the property, attach documentation showing authorization to sign.
- ☒ IF any construction activity will occur in essential habitat, attach written approval from the Dept. of Inland Fisheries & Wildlife.

I authorize staff of the Departments of Environmental Protection to access the project site for the purpose of determining compliance with the general permit. 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.***

Signature of Applicant:	Nathaniel Smith	**Date:**	11/13/2015

Keep the bottom copy as a record of permit. Send the form with attachments via certified mail to the Maine Dept. of Environmental Protection **at the appropriate regional office.** 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. Check with DEP Staff to determine the expiration date on this permit . **Work carried out in violation of any standard is subject to enforcement action.**

OFFICE USE ONLY	Ck.#		Staff	Staff	
NOI #	FP	Date	Acc. Date	Def. Date	After Photos

Appendix G

Sediment Testing Memo

COMMITMENT & INTEGRITY
DRIVE RESULTS

41 Hutchins Drive
Portland, Maine 04102
www.woodardcurran.com

T 800.426.4262
T 207.774.2112
F 207.774.6635

MEMORANDUM

TO: Doug Roncarati, City of Portland
FROM: Zach Henderson and Dave Dinsmore
DATE: December 2, 2011
RE: Capisic Pond Sediment Sampling

Introduction

Capisic Pond (hereafter referred to as Pond) is Portland's largest freshwater body and formed by a manmade impoundment, the Capisic Pond Dam, on the Capisic Brook. The current Capisic Pond dam was built by the City of Portland during the mid-1950s as part of the West Side Interceptor Sewer project, and as part of the overflow structure of the combined sewer system. This structure was a reconstruction of and is located below the placement of the original privately owned dam, the construction period of which is unknown, but knowledge of the pond reaches as far back as the mid- to late-1800s or further. Capisic Pond has been a central part of Portland's history for many years. The original falls, near the current dam location, powered a sawmill and a gristmill established in the late 1600's and was central to the economy in early Portland (then called Falmouth). Capisic Brook, which feeds the pond, is a small stream approximately 2.5 miles in length. The Capisic Brook watershed is approximately 1,500 acres and is highly developed with a mix of residential and commercial development. The Pond receives runoff from undeveloped land, developed areas and roads and combined sewer overflows during certain rain events.

The City of Portland is currently implementing combined sewer overflow abatement activities with the goal of eliminating combined sewer discharges into the Capisic Brook within the next several years. Additionally, the City has drafted a watershed management plan to address urban area stormwater runoff impacts to both the Capisic Brook and Capisic Pond. These environmental remediation efforts in the watershed now allow the City to consider a long-term management and enhancement plan for the Pond.

Over the last three decades, the City of Portland and other entities have undertaken a number of studies and plans relevant to Capisic Pond and the adjacent park area. With the increasing public awareness and appreciation for urban natural spaces, the 18-acre Capisic Pond Park has gained increasing importance both for its walking trails and as an environment in which to experience wildlife in an otherwise urban setting. The City and project partners are now contemplating restoration and management activities consistent with previous plans, which may include removal of pond sediments under various restoration scenarios.

In order to inform the potential costs and benefits of various pond management alternatives, characterization of existing pond sediment is necessary. This memorandum is consistent with our proposal dated April 13, 2011 and includes a description of sediment sampling and analytical methods, the chemical parameters of sampled sediment, results and conclusions.

In addition, the following results were compared to previous pond sediment analysis conducted in 1996 by the Friends of Casco Bay. At that time, Normandeau Associates collected composite sediment samples at four locations (on April 25, 1996); samples were analyzed for percent solids, metals, polycyclic aromatic hydrocarbons (PAHs), and polychlorinated biphenyls (PCBs). There was no graphic available to enable Woodard & Curran to determine the locations from which those samples were collected.

Methods

On September 14, 2011 sediment samples were collected from four locations along the margin of the pond. The dam had been opened for four days prior to sample collection so water levels were lowered and areas of shoreline were exposed.

Sediment samples were collected from four locations, as depicted on the attached Figure 1. As indicated in the Figure, the locations cover the entire length of the pond and were selected to evaluate the distribution and variability of the chemical and physical characteristics described above. SD-01 is the furthest south of all samples locations, located on the western shore of the pond just south of Capisic Street and just north of a section of the shoreline where riprap has been recently installed. At the time of sample collection there was minimal water remaining in this part of the pond. SD-02 is situated on the eastern shoreline of the pond approximately 300 feet north of the Capisic Street crossing. SD-03 is also located on the eastern shoreline approximately 200 feet northwest of SD-02. The final sample location, SD-04, is just downstream from the Rockland Avenue stormwater discharge point at the northern end of the pond. Only one location, SD-4, was submerged during sample collection.

At each of the four locations, a 48" long by 1.5" diameter macro acetate liner tube was pushed into the sediments to maximum penetration to obtain a core sample. The liner is equipped with a core catcher on one end to retain the sediments and to prevent them from falling out of the liner upon retrieval. In order to collect representative samples and sufficient volume of material for analysis, several cores were obtained at each location. The sediment material in the liners was extracted from the liners into a glass mixing bowl. A stainless steel spoon was used to homogenize the material once all of the cores were placed into the bowl to create a composite sample. Once the material was homogenized into a composite it was transferred into labeled sample containers and put on ice in a cooler. The samples were submitted to an environmental laboratory for chemical analysis.

Sediment samples were analyzed at Katahdin Analytical Laboratories for chemical parameters including metals, dioxins, pesticides, PCBs, PAHs, extractable petroleum hydrocarbons (EPH), and phosphorous. Grain size analyses were conducted to determine physical characteristics of the sediments.

All of the sediment samples were analyzed for parameters in accordance with "Test Methods for Evaluating Solid Wastes: Physical/Chemical Methods, SW-846, 2nd Edition, 1982" and compared against Maine Department of Environmental Protection (MaineDEP) limits defined for beneficial reuse and described in MaineDEP Chapter 418, Section A. The concentrations from analyses of the four samples collected during this project were compared against these specifications to evaluate the option of potential reuse of the sediment material.

The chemical and physical analytical methods that were used to characterize the sediment samples are summarized in **Table 1** below.

Table 1: Sediment Sample Analytical Summary

Parameter	Analytical Method
Pesticides	USEPA 8081
PCBs (polychlorinated biphenyls)	USEPA 8082
EPH (extractable petroleum hydrocarbons)	MA DEP EPH 04-1.1
PAHs (polycyclic aromatic hydrocarbons)	USEPA 8270C – SIMs
Metals (As, Cd, Cr, Pb, Hg)	USEPA 3050/6010, 7471 (Hg)
Hexavalent chromium	USEPA 3060
Total Phosphorous	USEPA 365.4
Dioxins	USEPA Method 1631
Grain Size Analysis	ASTM D422

Sample Results

The depth of penetration for each core and a visual physical characterization of the material were recorded and are summarized in Table 2 below.

Table 2: Core Penetration Depths and Visual Sediment Characterization Summary

Sample Location	Number of Cores	Depth of Penetration to Refusal (feet below pond bottom surface)	Physical Characteristics
SD-01	5	1.1 to 1.4	Poorly sorted medium to fine sands evenly distributed in greenish-gray clay.
SD-02	6	0.7 to 1.65	Stiff olive gray clay overlain by a loose unconsolidated layer of varying thickness (approximately 0.13 to 0.5 feet) of highly organic silt.
SD-03	9	0.5 to 0.8	Layer of organic silt (0.5) feet overlying clay.
SD-04	5	1.4 to 1.96	Hard dark brown clay containing small amounts of peat dispersed throughout and overlain by a thin layer of peat

Laboratory analyses of the sediment samples collected from Capisic Pond are summarized by chemical parameter in the following subsections. The raw data as received by the laboratory is included in Appendix A. The MaineDEP reduced procedure beneficial reuse standards are included in the following tables for comparison against the reported concentrations. For the EPH analysis, there is no current guidance from Chapter 418, so the total concentration was compared to the total petroleum hydrocarbon (TPH) standard in the Guidance on Disposal & Use of Assorted Solid Wastes Generated in Maine (rev. 4/16/2008). Sediment sample concentrations were also compared with results reported from the 1996 study conducted by Normandeau (where appropriate).

PAHs

For PAHs, results were obtained using two different methods; the selective ion monitoring (SIMs) Method 8270 and the EPH analysis. Although lower detection limits are reported with the USEPA 8270 SIMs analysis, concentrations obtained using both methods were compared against MaineDEP reuse limits and are summarized in Table 3.

As indicated in Table 3, the concentrations of all PAHs for both methods are below the beneficial reuse limits, when they are available. All PAH concentrations from the USEPA 8270 SIMs method are within the historical range of concentrations reported for the Normandeau 1996 study. For the EPH method, PAHs were not detected and are below the historical concentrations for samples collected at SD-02, SD-03, and SD-04. The highest concentrations of PAHs using both methods were detected in the sample collected from SD-01. Since the sample locations from the 1996 Normandeau study are unknown, the results cannot be compared directly with the locations selected for this study. Therefore, a range of historical concentrations are included in Table 3 for comparison.

Table 3: Summary of Analytical Results – PAHs

PAHs – USEPA 8270 and EPH Methods	1996 Study Historical Range- mg/kg	DEP Reuse mg/kg	2011 Sediment Sample Concentrations – mg/kg							
			SD-01		SD-02		SD-03		SD-04	
Compound			8270	EPH	8270	EPH	8270	EPH	8270	EPH
Naphthalene	-	-	0.20	0.37	<0.028	<0.27	<0.035	<0.33	<0.029	<0.25
2-methylnaphthalene	-	-	0.46	0.76	<0.028	<0.27	<0.035	<0.33	<0.029	<0.25
Acenaphthylene	-	-	<0.025	0.26	<0.028	<0.27	<0.035	<0.33	<0.029	<0.25
Acenaphthene	-	-	0.27	0.51	<0.028	<0.27	<0.035	<0.33	<0.029	<0.25
Fluorene	-	-	0.44	0.67	<0.028	<0.27	<0.035	<0.33	<0.029	<0.25
Phenanthrene	-	-	1.5	2.6	0.088	<0.27	0.15	<0.33	0.037	<0.25
Anthracene	-	-	0.28	0.52	<0.028	<0.27	<0.035	<0.33	<0.029	<0.25
Fluoranthene	-	-	0.76	1.7	0.21	<0.27	0.31	<0.33	0.075	<0.25
Pyrene	-	-	1.1	2.5	0.18	<0.27	0.28	<0.33	0.064	<0.25
Benzo(a)anthracene	-	2.0	0.36	0.62	0.092	<0.27	0.15	<0.33	0.034	<0.25
Chrysene	-	1.6	0.37	0.74	0.15	<0.27	0.24	<0.33	0.035	<0.25
Benzo(b)fluoranthene	-	5.0	0.34	0.48	0.24	<0.27	0.40	<0.33	0.062	<0.25
Benzo(k)fluoranthene	-	49	0.14	0.49	0.083	<0.27	0.14	<0.33	<0.029	<0.25
Benzo(a)pyrene	-	8.0	0.27	0.43	0.13	<0.27	0.20	<0.33	0.044	<0.25
Indeno(1,2,3-cd)pyrene	-	14	0.18	0.33	0.14	<0.27	0.20	<0.33	0.039	<0.25
Dibenzo(a,h)anthracene	-	2.0	0.041	<0.22	<0.028	<0.27	0.047	<0.33	<0.029	<0.25
Benzo(g,h,i)perylene	-	-	0.11	0.31	0.084	<0.27	0.13	<0.33	<0.029	<0.25
Total all PAHs	1.68 to 24.3		6.821	13.29	1.397	ND	2.247	ND	0.039	ND

ND = not detected
- = Not available
All concentrations in Table 3 are dry weight
Totals do not include non-detection values.

EPH

Although PAHs are considered to be target compounds, the primary constituents from the EPH analyses are petroleum hydrocarbons which are extracted from the sediment matrix using methylene chloride and hexane. As the name implies, the chemicals detected in this analysis are related to compounds found in petroleum products such as motor oil. The results are reported as different fractions based on the chemical structure and number of carbons contained in the extracted compounds. A summary of the petroleum hydrocarbon results are contained below in **Table 4**. Samples collected from the 1996 study were not analyzed for EPH, therefore there is no historical data against which to compare these results.

Table 4: Summary of Petroleum Hydrocarbon Results

Petroleum Hydrocarbon Fraction	DEP Standard – mg/kg	Sediment Sample Locations – mg/kg			
		SD-01	SD-02	SD-03	SD-04
Unadjusted C11-C22 Aromatics		160	<27	41	<25
C9-C18 Aliphatics		<22	<27	<33	<25
C19-C36		55	58	100	<25
C11-C22 Aromatics		150	<27	40	<25
Total TPH	500 (see description below)	365	58	181	ND

ND = not detected
- = Not available
All concentrations in Table 4 are dry weight
Totals do not include non-detection values.

As indicated from **Table 4**, petroleum hydrocarbons were not detected in the sample collected at SD-04. Concentrations were compared to the standard for TPH found in the Guidance on Disposal & Use of Assorted Solid Wastes Generated in Maine. This document, produced by the MaineDEP provides additional guidance on the disposal and characterization of solid wastes such as grit retrieved from storm sewers and car wash facilities. This document contains a maximum limit of 500 mg/kg TPH for disposal of these kinds of waste. For the sediment sample locations where TPH was detected, all total concentrations are below this limit.

PCBs

PCB analysis was performed to identify any of seven target Arochlors including Arochlor-1016, 1221, 1232, 1242, 1248, 1254, and 1260. None of these compounds were detected above detection limits in any of the four sediment samples and are therefore below DEP beneficial reuse standards. However, each of the five samples collected in the 1996 study had detections of PCBs, ranging from 0.046 to 0.29 mg/kg. The low end of the range of detections is only slightly above the detection limit of 0.031 mg/kg. The concentrations of PCBs detected in all samples from the 1996 study are below the current beneficial reuse limit of 0.74 mg/kg.

Pesticides

The pesticide analysis includes 21 target compounds that were used for pest control and their associated degradation products. Only two pesticides were detected and the results are summarized in Table 5 below.

None of these compounds were detected in the sediment sample collected at SD-04. 4,4'-DDD and 4,4'-DDE were detected in each of the other three samples at generally trace concentrations. SD-03 had the highest concentrations of these compounds. 4,4'-DDE and 4,4'-DDD are degradation products of the pesticide 4,4'-DDT. DDT was widely used in the 1950s and 1960s to control mosquitoes. As indicated in Table 5, the total concentrations of pesticides are below the DEP's reuse standard of 0.74 mg/kg.

Table 5: Summary of Pesticide Detections

Pesticide	DEP Standard – mg/kg	Sediment Sample Locations – mg/kg			
		SD-01	SD-02	SD-03	SD-04
4,4'-DDE	-	0.0076	0.0079	0.056	<0.0025
4,4'-DDD	-	0.019	0.0089	0.044	<0.0025
Total	0.74	0.0266	0.0168	0.1	ND

ND = not detected
- = Not available
All concentrations in Table 5 are dry weight
Totals do not include non-detection values.

Metals

Sediment samples from each of the four locations were also analyzed for the metals arsenic, cadmium, chromium, lead and mercury. In addition, all samples were analyzed for hexavalent chromium, a particularly toxic form of this heavy metal. The results for each of the locations are summarized in Table 6 below.

Table 6: Summary of Metals Results

Metals – Methods 6010, 7471, 3060	1996 Study Historical Range-mg/kg	DEP Reuse Standard mg/kg	Sediment Concentrations – mg/kg			
Element			SD-01	SD-02	SD-03	SD-04
Arsenic	8.45 – 16.2	29	6.6	8.5	8.4	5.8
Cadmium	Not detected	8.0	<1.0	<2.33	<1.75	<1.0
Chromium	43.6-72.9	100	33.5	60.4	37	40.7
Lead	66.6-162	800	19.7	18	51.9	26.1
Mercury	ND to 0.59	60	<0.048	<0.054	0.072	<0.052
Hexavalent Chromium	Not analyzed	38	<0.66	<0.66	<0.94	<0.72

ND = not detected
- = Not available
All concentrations in Table 6 are dry weight
Totals do not include non-detection values.

As indicated by the summarized results in Table 6, the concentrations of all elements are below the corresponding MaineDEP reuse standards. Cadmium was not detected in any of the four sediment

samples. Lead concentrations were below the historical concentrations detected in 1996 for all samples. Chromium concentrations ranged from 33.5 to 60.4 mg/kg. This is similar to the range of historical concentrations from the 1996 Normandeau study. Hexavalent chromium was not detected in any of the samples.

Phosphorus

Phosphorus is an essential nutrient for plant and animal growth in aquatic systems, however, elevated levels within pond sediments can cycle when conditions are conducive and can contribute to algae blooms. Each of the four sediment samples was analyzed for phosphorus using USEPA Method 365.1. Each of the four samples had concentrations below what is considered typical for the sediments within natural lakes and ponds (approximately 1000-2000 mg/kg). Lower concentrations indicated in these results may be explained by the integration of samples across a few feet of sediments which include both deeper "parent" sediment as well as the surficial sediments/silt that are likely to be higher in nutrients. Total phosphorus concentrations are summarized in Table 7 below.

Table 7: Total Phosphorus Results

Sample Location	Total Phosphorus – mg/kg
SD-01	530
SD-02	580
SD-03	720
SD-04	600

While concentrations of phosphorus are not regulated under beneficial reuse requirements it is important to understand the concentration of phosphorus in sediments for long-term lake management. The sampling for Total Phosphorus was included in this evaluation for use in future studies of nutrient dynamics within the Capisic Pond.

Dioxins

The four sediment samples were also analyzed for dioxins using USEPA Method 1631. Dioxin is a generic term that is applied to many individual dioxin or dioxin-like compounds that are persistent in the environment. Dioxins are produced by natural and man-made combustion processes as well as some industrial processes. Some of these compounds are considered to be non-toxic while others are considered to be toxic. The dioxin and dioxin-like compounds are currently evaluated by toxic equivalency (TEQ). The TEQ approach uses a toxic equivalency factor (TEF) to weight the individual dioxin congeners and the dioxin-like compounds. With the TEFs, the toxicity of a mixture of dioxins and dioxin-like compounds can be expressed in a single number - the toxic equivalent, TEQ. It is a single figure resulting from the product of the concentration and individual TEF values of each congener. The TEQ concept has been developed to facilitate risk assessment and regulatory control. The TEF uses 2,3,7,8-tetrachlorodibenxo-p-dioxin (TCDD) as the comparison and the other congeners and dioxin-like compounds are some fractional part of the TCDD toxicity. The individual weighted values are summed to generate a TEQ value for each sample. The beneficial reuse TEQ limit for dioxin and dioxin-like compounds is 16 pg/g. The TEQ determined from the analysis of each of the sediment samples was compared against this limit. A summary of the TEQ values are presented in **Table 8** below.

Table 8: Summary of TEQ from Dioxin Analyses

	Sediment Sample Location			
	SD-01	SD-02	SD-03	SD-04
TEQ (pg/g)	2.50	1.57	2.59	1.37

The TEQs reported use the detection limit for non-detects and are the estimated maximum possible concentrations.

As indicated from **Table 8** above, all of the sediment samples had TEQ values that were below the DEP's beneficial use standard of 16 pg/g. TCDD was not detected in any of the four samples.

Physical Characteristics

Sediment samples were analyzed for grain size. For this analysis, the sample is passed through sieves of various mesh sizes to characterize the physical composition of the sediment material. Visual observations from field personnel during sample collection were also noted and recorded. The visual observations are summarized previously in Table 1. In general the sediment material was characterized as clay overlain by a layer of highly organic silts of varying thickness with small amounts of fine and medium sand. The results from the sieve analysis results are summarized in **Table 9** below.

Table 9: Summary of Physical Characteristics

	Sediment Sample Location - % Composition			
Sediment	SD-01	SD-02	SD-03	SD-04
Gravel	0.4 %	0.0%	4.4%	0.0%
Total Sand	23.2 %	11.6%	14.7%	1.8%
Coarse Sand	1.2%	0.3%	0.7%	0.0%
Medium Sand	5.6%	2.5%	4.5%	0.1%
Fine Sand	16.4%	8.8%	9.5%	1.7%
Silt	36.6%	41.3%	44.9%	46.3%
Clay	39.8%	47.1%	36.0%	51.4%

As indicated from **Table 9**, the highest percentage of sand was found in the sample collected at SD-01. The sample location with the highest percentage of clay and silt was SD-04. The physical composition of the sediments will be taken into consideration when options are assessed for reuse of dredged material.

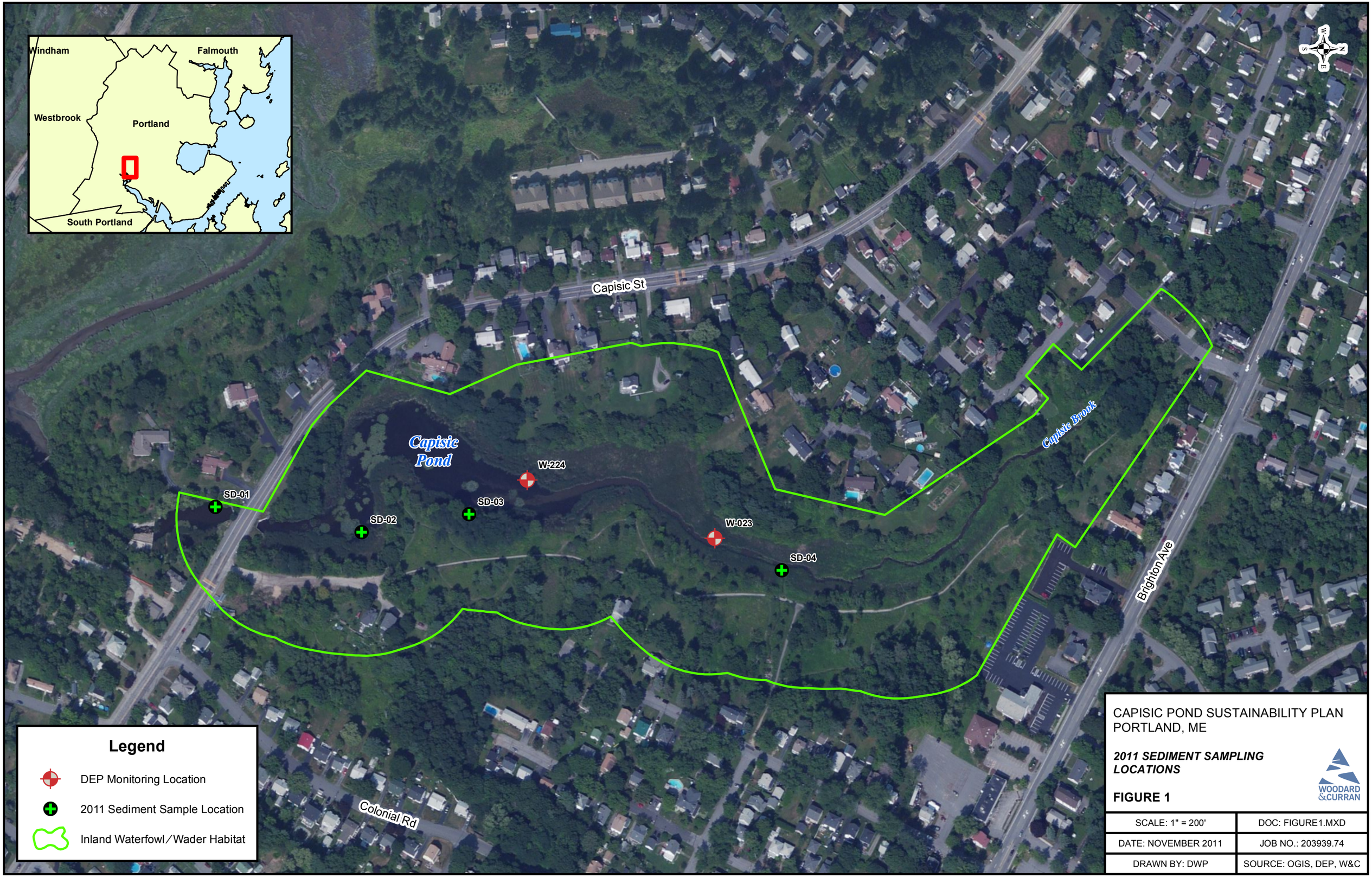
Conclusions

Sediment samples collected during the September 14, 2011 Capisic Pond study was analyzed for physical and chemical parameters in order to inform the potential reuse of this material under several future restoration scenarios. Sediments were also physically characterized for grain size to further define what purposes would be appropriate for the pond sediment material removed during restoration activities.

The concentrations from the chemical analyses were compared against MaineDEP reduced procedure beneficial reuse standards where available. The concentrations of all parameters at all sampled locations were below these standards. Concentrations of several chemical parameters were also compared against historical data from a 1996 study and while most concentrations were within the range of those from the 1996 study, a few parameters appeared to be higher in 1996 than in the sediment analysis conducted in 2011.

Although all samples had concentrations of all chemical parameters below MaineDEP reuse standards, other risk factors based on the removal methods or ultimate location selected for reuse of the sediment material will have to be considered and additional sampling and analysis may be required.

FIGURE



CAPISIC POND SUSTAINABILITY PLAN
PORTLAND, ME

2011 SEDIMENT SAMPLING LOCATIONS

FIGURE 1

WOODARD & CURRAN

SCALE: 1" = 200'	DOC: FIGURE1.MXD
DATE: NOVEMBER 2011	JOB NO.: 203939.74
DRAWN BY: DWP	SOURCE: OGIS, DEP, W&C

SITE PHOTOGRAPHS

Sampling Location SD-01

Sampling Location SD-02

Sampling Location SD-03

Sampling Location SD-04