

MAINE TURNPIKE AUTHORITY

MAINE TURNPIKE

CONTRACT DOCUMENTS

CONTRACT 2018.03

EXIT 44 SOUTHBOUND ON RAMP IMPROVEMENTS
MILE 44.3

NOTICE TO CONTACTORS

PROPOSAL

CONTRACT AGREEMENT

CONTRACT BOND

FINAL LIEN AND CLAIM WAIVER AND AFFIDAVIT

SPECIFICATIONS

MAINE TURNPIKE AUTHORITY

SPECIFICATIONS

The Specifications are divided into two parts:
Part I, Supplemental Specifications and Part II, Special
Provisions.

The Maine Turnpike Supplemental Specifications are additions
and alterations to the 2014 Maine Department of
Transportation Standard Specifications. See Subsection 100.1.
The Supplemental Specifications are available at
MaineTurnpike.com for download.

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MAINE TURNPIKE AUTHORITY

NOTICE TO CONTRACTORS

Sealed Proposals will be received by the Maine Turnpike Authority for:

CONTRACT 2018.03

EXIT 44 SOUTHBOUND ON RAMP IMPROVEMENTS
MILE 44.3

at the office of the Maine Turnpike Authority, 2360 Congress Street, Portland, ME, until 11:00 a.m., prevailing time as determined by the Authority on February 15, 2018 at which time and place the Proposals will be publicly opened and read. Bids will be accepted from Contractors **prequalified** by the Maine Department of Transportation for Highway Construction Projects. All other bids may be rejected. This Project includes a wage determination developed by the State of Maine Department of Labor.

The roadway work consists of improving the southbound on ramp at Exit 44 in the Town of Scarborough, Maine. The existing one lane entrance ramp will be widened to accommodate a two-lane parallel entrance ramp merging with the two existing mainline travel lanes. The work includes reconstruction and grading on the mainline and ramp with earthwork, pavement, maintenance of traffic, signing, striping, guardrail, and electrical work.

Plans and Contract Documents may be examined by prospective Bidders weekdays between 8:00 a.m. and 4:30 p.m. at the office of the Maine Turnpike Authority, 2360 Congress Street, Portland, Maine. **The half size Plans** and Contract Documents may be obtained from the Authority upon payment of Seventy-five (\$75.00) Dollars for each set, which payment will not be returned. Checks shall be made payable to: Maine Turnpike Authority. The Plans and Contract Documents may also be downloaded from a link on our website at <http://www.maineturnpike.com/Projects-Planning/Construction-Contracts.aspx>.

For general information regarding Bidding and Contracting procedures, contact Nate Carll, Purchasing Manager, at (207)482-8115. For information regarding Schedule of Items, plan holders list and bid results, visit our website at <http://www.maineturnpike.com/Projects-Planning/Construction-Contracts.aspx>. For Project specific information, fax all questions to Nate Carll, Purchasing Manager, at (207) 871-7739 or email ncarll@maineturnpike.com. Responses will not be prepared for questions received by telephone. Bidders shall not contact any other Authority staff or Consultants for clarification of Contract provisions, and the Authority will not be responsible for any interpretations so obtained.

All work shall be governed by the Specifications entitled "State of Maine, Department of Transportation, Standard Specifications, Revision of November 2014", "Standard Details, Revision of November 2014" and "Best Management Practices for Erosion and Sediment Control", latest issue. Copies and recent updates to these publications can be downloaded at: <http://www.maine.gov/mdot/contractors/publications/>.

Proposals must be accompanied by an original bid bond, certified or cashier's check payable to the Maine Turnpike Authority in an amount not less than Five (5%) Percent of the Total Amount in the Proposal, but not less than \$500.00. The Bidder to whom a Contract is awarded will be required to furnish a Surety Corporation Bond, satisfactory to the Authority, on the standard Contract Bond form of the Authority, for a sum not less than the Total Amount of the Proposal.

Proposals must be made upon the Proposal Forms furnished by the Authority separately with the Contract Documents, and must be enclosed in the sealed special addressed envelope provided therefore bearing the name and address of the Bidder, the name of the Contract, and the date and time of Proposal opening on the outside.

A pre-bid conference will be held on February 1, 2018 at 10:00 a.m. at the Maine Turnpike Authority, 2360 Congress Street, Portland, Maine.

The Authority reserves the unqualified right to reject any or all Proposals and to accept that Proposal which in its sole judgment will under all circumstances serve its best interest.

MAINE TURNPIKE AUTHORITY

Nate Carll
Purchasing Manager
Maine Turnpike Authority
Portland, Maine

Maine Turnpike Authority

MAINE TURNPIKE

PROPOSAL

CONTRACT 2018.03

EXIT 44 SOUTHBOUND ON RAMP IMPROVEMENTS
MILE 44.3

MAINE TURNPIKE AUTHORITY

PROPOSAL

CONTRACT 2018.03

EXIT 44 SOUTHBOUND ON RAMP IMPROVEMENTS

MILE 44.3

TO MAINE TURNPIKE AUTHORITY:

The roadway work consists of improving the southbound on ramp at Exit 44 in the Town of Scarborough, Maine. The existing one lane entrance ramp will be widened to accommodate a two-lane parallel entrance ramp merging with the two existing mainline travel lanes. The work includes reconstruction and grading on the mainline and ramp with earthwork, pavement, maintenance of traffic, signing, striping, guardrail, and electrical work.

This Work will be done under a Contract known as Contract 2018.03 according to the Plans and Specifications which are on file in the office of the Maine Turnpike Authority, 2360 Congress Street, Portland, Maine.

On the acceptance of this Proposal for said Work, the undersigned will give the required bond with good security conditioned for the faithful performance of said Work, according to said Plans and Specifications, and the doing of all other work required by said Specifications for the consideration herein named and with the further condition that the Maine Turnpike Authority shall be saved harmless from any and all damages that might accrue to any person, persons or property by reason of the carrying out of said Work, or any part thereof, or by reason of negligence of the undersigned, or any person or persons under his employment and engaged in said Work.

The undersigned hereby declares that he/she has carefully examined the Plans, Specifications and other Contract Documents, and that he/she will contract to carry out and complete the said Work as specified and delineated at the price per unit of measure for each scheduled item of Work stated in the Schedule of Prices as follows:

It is understood that the TOTAL AMOUNT stated by the undersigned in the following Schedule of Prices is based on approximate quantities and will be used solely for the comparison of bids, and that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased all as provided in the Specifications.

SCHEDULE OF BID PRICES
CONTRACT NO. 2018.03
Exit 44 Southbound On Ramp Improvements
(MM 44.3)

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
202.15	REMOVING MANHOLE OR CATCH BASIN	Each	2				
202.202	REMOVING PAVEMENT SURFACE	Square Yard	2,700				
202.206	REMOVING RUMBLE STRIPS	Linear Foot	3,800				
203.20	COMMON EXCAVATION	Cubic Yard	7,600				
203.24	COMMON BORROW	Cubic Yard	300				
203.25	GRANULAR BORROW	Cubic Yard	3,275				
304.10	AGGREGATE SUBBASE COURSE - GRAVEL	Cubic Yard	1,125				
304.14	AGGREGATE BASE COURSE - TYPE A	Cubic Yard	1,050				
403.207	HOT MIX ASPHALT, 19.0 MM NOMINAL MAXIMUM SIZE	Ton	2,225				
403.2081	HOT MIX ASPHALT, 12.5 MM (POLYMER MODIFIED)	Ton	950				
403.213	HOT MIX ASPHALT, 12.5 MM NOMINAL MAXIMUM SIZE, BASE	Ton	850				

CARRIED FORWARD:

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
BROUGHT FORWARD:							
409.15	BITUMINOUS TACK COAT, APPLIED	Gallon	740				
419.30	SAWING BITUMINOUS PAVEMENT	Linear Foot	3,200				
470.08	BERM DROPOFF CORRECTION - GRINDINGS	Ton	150				
526.306	TEMPORARY CONCRETE BARRIER TYPE I - SUPPLIED BY AUTHORITY (2,900 LF)	Lump Sum	1				
527.343	WORK ZONE CRASH CUSHIONS - TL-3	Unit	2				
603.175	18 INCH REINFORCED CONCRETE PIPE - CLASS III	Linear Foot	24				
604.09	CATCH BASIN TYPE B1	Each	2				
606.13	31" W-BEAM GUARDRAIL - MID-WAY SPLICE (7' STEEL POSTS, 8" OFFSET BLOCKS, SINGLE FACED)	Linear Foot	825				
606.131	31" W-BEAM GUARDRAIL - MID-WAY SPLICE (8' STEEL POSTS, 8" OFFSET BLOCKS, SINGLE FACED)	Linear Foot	200				
606.1351	TERMINAL END - ANCHORED END - 31" W-BEAM GUARDRAIL	Each	1				
606.2652	TERMINAL END - REMOVE AND STACK	Each	1				
606.352	REFLECTORIZED BEAM GUARDRAIL DELINEATOR	Each	17				

CARRIED FORWARD:

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
BROUGHT FORWARD:							
606.353	REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	Each	4				
606.356	UNDERDRAIN DELINEATOR POST	Each	25				
606.3561	DELINEATOR POST - REMOVE AND RESET	Each	10				
606.791	GUARDRAIL - 350 FLARED TERMINAL - 31" W-BEAM GUARDRAIL	Each	1				
606.82	GUARDRAIL - REMOVE AND STACK EXISTING CRASH END	Each	1				
610.08	PLAIN RIPRAP	Cubic Yard	5				
610.16	HEAVY RIP RAP	Cubic Yard	385				
610.18	STONE DITCH PROTECTION	Cubic Yard	10				
610.181	TEMPORARY STONE CHECK DAM	Cubic Yard	100				
613.319	EROSION CONTROL BLANKET	Square Yard	2,550				
615.07	LOAM	Cubic Yard	1,100				
618.14	SEEDING METHOD NUMBER 2	Unit	54				

CARRIED FORWARD:

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
BROUGHT FORWARD:							
618.141	SEEDING METHOD NUMBER 3	Unit	30				
619.1201	MULCH - PLAN QUANTITY	Unit	84				
619.1202	TEMPORARY MULCH	Lump Sum	1				
620.58	EROSION CONTROL GEOTEXTILE	Square Yard	330				
626.122	QUAZITE JUNCTION BOX (18X11)	Each	14				
626.22	NON-METALLIC CONDUIT	Linear Foot	2,700				
626.31	18 INCH DIAMETER FOUNDATION	Each	6				
626.32	24 INCH DIAMETER FOUNDATION	Each	16				
626.33	30 INCH DIAMETER FOUNDATION	Each	2				
626.36	REMOVE OR MODIFY CONCRETE FOUNDATION	Each	11				
627.681	TEMPORARY 6 INCH PAINTED PAVEMENT MARKING LINE - YELLOW OR WHITE	Linear Foot	4,950				
627.73	TEMPORARY 6 INCH PAVEMENT MARKING TAPE	Linear Foot	18,050				

CARRIED FORWARD:

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
BROUGHT FORWARD:							
627.731	TEMPORARY 6 INCH BLACK PAVEMENT MARKING TAPE	Linear Foot	14,100				
627.744	6" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	Linear Foot	14,900				
627.77	REMOVING EXISTING PAVEMENT MARKING	Square Foot	500				
627.812	TEMPORARY RAISED PAVEMENT MARKERS	Each	500				
627.94	PAVEMENT MARKING TAPE	Linear Foot	200				
627.941	PAVEMENT MARKING TAPE - DOTTED WHITE LANE LINE, 6-INCH WIDTH	Linear Foot	600				
627.944	PAVEMENT MARKINGS - RECESSED TAPE - WORDS, ARROWS AND STOP BARS	Square Foot	160				
629.05	HAND LABOR, STRAIGHT TIME	Hour	30				
631.10	AIR COMPRESSOR (INCLUDING OPERATOR)	Hour	20				
631.11	AIR TOOL (INCLUDING OPERATOR)	Hour	20				
631.12	ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	Hour	30				
631.14	GRADER (INCLUDING OPERATOR)	Hour	30				

CARRIED FORWARD:

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
BROUGHT FORWARD:							
631.171	TRUCK - SMALL (INCLUDING OPERATOR)	Hour	30				
631.22	FRONT END LOADER (INCLUDING OPERATOR)	Hour	30				
631.36	FOREPERSON	Hour	30				
631.51	BUCKET TRUCK	Hour	20				
631.52	SCISSOR LIFT	Hour	20				
634.051	REMOVE AND STACK LIGHT STANDARD	Each	3				
634.160	HIGHWAY LIGHTING	Lump Sum	1				
634.175	REPLACEMENT LED FIXTURE, INSTALLED	Each	3				
634.208	REMOVE AND RESET LIGHT STANDARD	Each	4				
634.231	CONVENTIONAL LIGHT STANDARD WITH LED FIXTURE	Each	10				
645.105	REMOVE AND STACK SIGN	Each	4				
645.161	BREAKAWAY DEVICE SINGLE POLE	Each	4				

CARRIED FORWARD:

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
BROUGHT FORWARD:							
645.271	REGULATORY, WARNING, CONFIRMATION AND ROUTE ASSEMBLY SIGNS, TYPE I	Square Foot	102				
645.289	STEEL H-BEAM POLES	Pound	792				
645.501	REMOVE AND RESET MAINLINE SIGN NO. 1	Each	1				
645.502	REMOVE AND RESET MAINLINE SIGN NO. 2	Each	1				
652.30	FLASHING ARROW	Each	2				
652.312	TYPE III BARRICADES	Each	5				
652.33	DRUM	Each	150				
652.34	CONE	Each	50				
652.35	CONSTRUCTION SIGNS	Square Foot	910				
652.361	MAINTENANCE OF TRAFFIC CONTROL DEVICES	Lump Sum	1				
652.39	PORTABLE LIGHT TOWER	Each	2				
652.41	PORTABLE-CHANGEABLE MESSAGE SIGN	Each	2				

CARRIED FORWARD:

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
BROUGHT FORWARD:							
652.45	TRUCK MOUNTED ATTENUATOR	Cal. Day	90	\$200	00	\$18,000	00
652.451	AUTOMATED TRAILER MOUNTED SPEED LIMIT SIGN	Cal. Day	90	\$75	00	\$6,750	00
656.632	30" TEMPORARY SILT FENCE	Linear Foot	5,800				
656.60	TEMPORARY BERMS	Linear Foot	100				
656.62	TEMPORARY SLOPE DRAINS	Linear Foot	100				
659.10	MOBILIZATION	Lump Sum	1				
TOTAL:							

Acknowledgment is hereby made of the following Addenda received since issuance of the Plans and Specifications: _____

Accompanying this Proposal is an original bid bond, cashiers or certified check on _____ Bank, for _____, payable to the Maine Turnpike Authority. In case this Proposal shall be accepted by the Maine Turnpike Authority and the undersigned should fail to execute a Contract with, and furnish the security required by the Maine Turnpike Authority as set forth in the Specifications, within the time fixed therein, an amount of money equal to Five (5%) Percent of the Total Amount of the Proposal for the Contract awarded to the undersigned, but not less than \$500.00, obtained out of the original bid bond, cashier's or certified check, shall become the property of the Maine Turnpike Authority; otherwise the check will be returned to the undersigned.

The performance of said Work under this Contract will be completed during the time specified in Subsection 107.1.

It is agreed that time is of the essence of this Contract and that I (we) will, in the event of my (our) failure to complete the Work within the time limit named above, pay to Maine Turnpike Authority liquidated damages in the amount or amounts stated in the Specifications.

The undersigned is an Individual/Partnership/Corporation under the laws of the State of _____, having principal office at _____, thereunto duly authorized.

_____ (SEAL)

_____ (SEAL)

*Affix Corporate Seal
or Power of Attorney
Where Applicable*

_____ (SEAL)

By: _____

Its: _____

Information below to be typed or printed where applicable:

INDIVIDUAL:

(Name)	(Address)
--------	-----------

PARTNERSHIP - Name and Address of General Partners:

(Name)	(Address)
--------	-----------

(Name)	(Address)
--------	-----------

(Name)	(Address)
--------	-----------

(Name)	(Address)
--------	-----------

INCORPORATED COMPANY:

(President)	(Address)
-------------	-----------

(Vice-President)	(Address)
------------------	-----------

(Secretary)	(Address)
-------------	-----------

(Treasurer)	(Address)
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MAINE TURNPIKE AUTHORITY

MAINE TURNPIKE

YORK TO AUGUSTA

CONTRACT AGREEMENT

This Agreement made and entered into between the Maine Turnpike Authority, and sometimes termed the "Authority", and _____

_____ herein termed the "Contractor":

WITNESSETH: That the Authority and the Contractor, in consideration of the premises and of the mutual covenants, considerations and agreements herein contained, agree as follows:

FIRST: The parties hereto mutually agree that the documents attached hereto and herein incorporated and made a part hereof collectively evidencing and constituting the entire Contract to the same extent as if herein written in full, are the Notice to Contractors, the Accepted Proposal, the Specifications, the Plans, this Agreement, the Contract Bond and all Addenda to the Contract Documents duly issued and herewith enumerated:

SECOND: The Contractor for and in consideration of certain payments to be made as hereafter specified, hereby covenants and agrees to perform and execute all of the provisions of this Contract and of all documents and parts attached hereto and made a part thereof, and at his own cost and expense to furnish and perform everything necessary and required to construct and complete, ready for its intended purpose, in accordance with the Contract and such instructions as the Engineer may give, acceptable to the Authority, in the times provided, all of the Work covered and included under Contract No. _____ covering _____ as herein described.

THIRD: In consideration of the performance by the Contractor of his covenants and agreements as herein set forth, the Authority hereby covenants and agrees to pay the Contractor according to the Schedule of Prices set forth in the Proposal with additions and deductions as elsewhere herein provided in the times and in the manner stated in the Specifications. This Agreement shall insure to the benefit of, and shall be binding upon the parties hereto, and upon their respective successors and assigns; but neither party hereto shall assign or transfer his interest herein in whole or in part without the consent of the other, except as herein provided.

IN WITNESS WHEREOF the parties to this Agreement have executed the same in quintuplicate.

AUTHORITY -

MAINE TURNPIKE AUTHORITY

By: _____

Title: CHAIRMAN

Date of Signature: _____

ATTEST:

Secretary

CONTRACTOR -

CONTRACTOR

By: _____

Title: _____

Date of Signature: _____

WITNESS:

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS that _____
of _____ in the County of _____ and State of _____
as Principal, and _____ a Corporation duly organized under the
laws of the State of _____ and having a usual place of business in _____

As Surety, are held and firmly bound unto the Maine Turnpike Authority in the sum of _____ Dollars (\$_____.____),
to be paid to said Maine Turnpike Authority, or its successors, for which payment, well and truly
to be made, we bind ourselves, our heirs, executors, successors and assigns jointly and severally
by these presents.

The condition of this obligation is such that the Principal, designated as Contractor in the
foregoing Contract No. _____ shall faithfully perform the Contract on his part and
satisfy all claims and demands incurred for the same and shall pay all bills for labor, material,
equipment and all other items contracted for, or used by him, in connection with the Work
contemplated by said Contract, and shall fully reimburse the Obligee for all outlay and expense
which the Obligee may incur in making good any default of said Principal, then this Obligation
shall be null and void; otherwise it shall remain in full force and effect.

Signed and sealed this _____ day of _____, A.D., 201____

Witnesses:

CONTRACTOR

_____ (SEAL)

SURETY

_____ (SEAL)

(Surety must attach copy of Power of Attorney showing authority of Office or Agent to execute bonds)

FINAL LIEN AND CLAIM WAIVER AND AFFIDAVIT

Upon receipt of the sum of _____, which sum represents the total amount paid, including the current payment for work done and materials supplied for Project No. _____, in _____, Maine, under the undersigned's Contract with the Maine Turnpike Authority.

The undersigned, on oath, states that the Final Payment of _____ is the final payment for all work, labor, materials, services and miscellaneous (all of which are hereinafter referred to as "Work Items") supplied to the said Project through _____ and that no additional sum is claimed by the undersigned respecting said Project.

The undersigned, on oath, states that all persons and firms who supplied Work Items to the undersigned in connection with said Project have been fully paid by the undersigned for such Work Items or that such payment will be fully effected immediately upon receipt of this payment.

In consideration of the payment herewith made, the undersigned does fully and finally release and hold harmless the Maine Turnpike Authority, and its Surety, if any, from any and all claims, liens or right to claim or lien, arising out of this Project under any applicable bond, law or statute.

It is understood that this Affidavit is submitted to assure the Owner and others that all liens and claims relating to the Work Items furnished by the undersigned are paid.

(Contractor)

By: _____

Title: _____

State of MAINE

County of _____

I, _____, hereby certify on behalf of _____
(Company Officer) *(Company Name)*

its _____, being first duly sworn and stated that the foregoing representations are
(Title)
are true and correct upon his own knowledge and that the foregoing is his free act and deed in said capacity and the free act and deed of the above-named

(Company Name)

The above-named, _____, personally appeared before me this ____ day of _____ and swears that this is his free act and deed.

(SEAL)

Notary Public

My Commission Expires: _____

MAINE TURNPIKE AUTHORITY

SPECIFICATIONS

PART I – SUPPLEMENTAL SPECIFICATIONS

(Rev. November 10, 2016)

The Supplemental Specifications are not included in these contract documents but are available at MaineTurnpike.com for download.

MAINE TURNPIKE AUTHORITY

SPECIFICATIONS

PART II – SPECIAL PROVISIONS

PART II - SPECIAL PROVISIONS

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MAINE TURNPIKE AUTHORITYSPECIFICATIONSPART I - SPECIAL PROVISIONS

All work shall be governed by the Maine Department of Transportation Standard Specifications, Revision of November 2014, except for that work which applies to sections of the Maine Department of Transportation Standard Specifications which are amended by the Maine Turnpike Supplemental Specifications and the following modifications, additions, and deletions.

General Description of Work

The roadway work consists of improving the southbound on ramp at Exit 44 in the Town of Scarborough, Maine. The existing one lane entrance ramp will be widened to accommodate a two-lane parallel entrance ramp merging with the two existing mainline travel lanes. The work includes reconstruction and grading on the mainline and ramp with earthwork, pavement, maintenance of traffic, signing, striping, guardrail, electrical work, all other work incidental thereto in accordance with the Plans and Specifications.

Plans

The drawings included in these Contract Documents, and referred to as the Plans, show the general character of the work to be done under this Contract. They bear the general title "Maine Turnpike – Contract 2018.03 – Exit 44 Southbound On Ramp Improvements Mile 44.3". The right is reserved by the Resident to make such minor corrections or alterations in the Plans as he deems necessary without change in the unit prices on the Schedule of Prices of the Proposal.

101.2 DefinitionHolidays

The following is added after Memorial Day in the Supplemental Provisions:

Independence Day 2018 (Fourth of July)	12:00 p.m. preceding Tuesday to 12:00 p.m. the following Thursday.
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103.4 Notice of Award

The following sentence is added:

The Maine Turnpike Authority Board is scheduled to consider the Contract Award on February 22, 2018.

104.3.8 Wage Rates and Labor Laws

Section 104.3.8 Wage Rates and Labor Laws has been amended as follows:

The fair minimum hourly rates determined by the State of Maine Department of Labor for this Contract are as follows:

THIS DOCUMENT MUST BE CLEARLY POSTED AT THE PERTAINING STATE FUNDED PREVAILING WAGE CONSTRUCTION SITE

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

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

Title of Project -----2018.03-Exit 44 Southbound on Ramp Improvements

Location of Project --Scarborough, Cumberland County

**2018 Fair Minimum Wage Rates
Highway & Earth Cumberland County**

<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>	<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Asphalt Raker	\$16.00	\$0.44	\$16.44	Ironworker – Ornamental	\$23.13	\$4.80	\$27.93
Backhoe Loader Operator	\$20.00	\$2.23	\$22.23	Ironworker - Reinforcing	\$24.79	\$10.60	\$35.39
Boom Truck (Truck Crane) Operator	\$21.66	\$6.86	\$28.52	Ironworker - Structural	\$21.80	\$4.88	\$26.68
Bulldozer Operator	\$22.30	\$4.19	\$26.49	Laborer (Includes Helper-Tender)	\$14.50	\$0.94	\$15.44
Carpenter	\$21.00	\$2.36	\$23.36	Laborer - Skilled	\$17.00	\$2.22	\$19.22
Cement Mason/Finisher	\$17.00	\$0.56	\$17.56	Line Erector-Power/Cable Splicer	\$26.00	\$7.59	\$33.59
Crane Operator =>15 Tons)	\$26.00	\$5.97	\$31.97	Loader Operator - Front-End	\$19.88	\$3.74	\$23.62
Crusher Plant Operator	\$17.75	\$2.39	\$20.14	Mechanic- Maintenance	\$21.00	\$3.15	\$24.15
Diver	\$28.50	\$1.48	\$29.98	Painter	\$17.00	\$0.00	\$17.00
Driller -Rock	\$18.38	\$2.60	\$20.98	Paver Operator	\$18.00	\$1.57	\$19.57
Earth Auger Operator	\$22.97	\$6.17	\$29.14	Pipelayer	\$18.00	\$3.16	\$21.16
Electrician - Licensed	\$26.00	\$4.67	\$30.67	Pump Installer	\$21.00	\$3.73	\$24.73
Electrician Helper/Cable Puller (Licensed)	\$17.00	\$2.84	\$19.84	Reclaimer Operator	\$19.13	\$2.98	\$22.11
Elevator Constructor/Installer	\$19.25	\$1.62	\$20.87	Roller Operator - Earth	\$16.00	\$1.89	\$17.89
Excavator Operator	\$21.54	\$3.44	\$24.98	Roller Operator - Pavement	\$18.00	\$2.07	\$20.07
Fence Setter	\$17.25	\$1.72	\$18.97	Screed/Wheelman	\$22.88	\$4.25	\$27.13
Flagger	\$12.50	\$0.00	\$12.50	Truck Driver - Light	\$17.83	\$3.74	\$21.57
Grader/Scraper Operator	\$21.33	\$5.65	\$26.98	Truck Driver - Medium	\$18.00	\$1.89	\$19.89
Highway Worker/Guardrail Installer	\$16.50	\$0.79	\$17.29	Truck Driver - Heavy	\$16.50	\$1.53	\$18.03
Hot Top Plant Operator	\$23.38	\$5.55	\$28.93	Truck Driver - Tractor Trailer	\$19.00	\$2.79	\$21.79

The Laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

Welders are classified in the trade to which the welding is incidental.

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

Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et. seq., by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

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

Determination No: HI-034-2018

A true copy

Filing Date: January 19, 2018

Attest: Scott A. Cotnoir

Expiration Date: 12-31-2018

**Scott A. Cotnoir
Wage & Hour Director**

BLS(Highway & Earth Cumberland)

104.4.6 Utility Coordination

This Subsection is amended by the addition of the following:

These Special Provisions outline the arrangements which have been established by the Authority for coordination of the work to be accomplished by the utilities. The scope and schedule of utility relocation work is noted herein. The Contractor shall plan and conduct his work accordingly.

General

Utility working days are Monday through Friday, conditions permitting. Times are estimated on the basis of a single crew for each utility. Any times and dates mentioned are estimates only and are dependent upon favorable weather, working conditions, and freedom from emergencies. The Contractor shall have no claim against the Authority if they are exceeded.

The Contractor shall plan and conduct his operations in accordance with the following utility schedule. The Contractor must comply with all OSHA regulations pertaining to work adjacent to utility wires. The Contractor shall plan and conduct his work accordingly.

Maine Turnpike Authority utilities are located within the Project limits. The Contractor shall ascertain the location of the existing utilities and any other necessary information by direct inquiry at the office of the utility owner.

104.4.7 Cooperation With Other Contractors

This Subsection is amended by the addition of the following:

Adjacent contracts currently scheduled for the 2018 construction season include:

MTA Contract 2016.08 – Interchange 44 Barrier Toll Plaza Open Road Tolling Conversion, MM 44.3

MTA Contract 2018.13 – Guide Sign Modifications – Phase III, MM 42 & 44

The following Subsection is added:

105.8.2 Permit Requirements

The Project is being constructed under the Maine Department of Environmental Protection (DEP) Natural Resources Protection Act Permit by Rule regulations Section 11 – State Transportation Facilities, updated July 8, 2012. A copy of the Section 11 – State Transportation Facilities Permit by Rule regulations are attached in **Appendix B**.

The Project is being permitted under Section 404 of the Clean Water Act, through the US Army Corps of Engineers Maine General Permit, Category 1. The Project is subject to the General Conditions of the Category 1 Authorization effective October 13, 2015 through October 13, 2020. A copy of the General Permit is attached in **Appendix C**. A signed copy of the Category 1 Self-

Verification Notification Form was sent to the Army Corps Maine Project Office on October 27, 2017.

The Project is subject to the requirements of the Maine Pollutant Discharge Elimination System (MPDES) General Permit for Stormwater Discharge from Construction Activity, as promulgated by the US Environmental Protection Agency (US EPA) and Administrated by the Maine Department of Environmental Protection (DEP).

A Notice of Intent (NOI), accompanied by a preliminary Limit of Disturbance (LOD) plan was submitted by the Authority to the DEP for coverage under the Maine Construction General Permit (MCGP). Compliance with the erosion and sedimentation control requirements outlined in this Contract is required by the Contractor.

The Contractor shall prepare a LOD plan illustrating the Contractor's proposed limit of earthwork disturbance. The LOD plan shall show all construction access locations, field office locations, material and temporary waste storage locations, as well as include the Contract limits of earthwork disturbance. All applicable erosion and sedimentation control devices needed shall be detailed on the Contractor's LOD plan and are not limited to those devices shown on the Contract LOD plan. **This Plan shall be submitted for review and approval, to the Resident within 14 days of Contract award.** Payment for creating, revising, and completing this plan shall be incidental to Item 659.10, Mobilization.

The LOD for this Contract, which were submitted as part of the NOI, has been estimated to be **5.11 acres**.

At any time during the Contract, if the Limit of Disturbance needs to be adjusted to accommodate construction activities, the Contractor shall resubmit the LOD plan (including any additional erosion and sedimentation control measures needed) to the Resident for review and approval prior to any additional disturbance taking place:

- If the cumulative area of disturbance exceeds the estimated LOD noted above, by less than one acre, the Resident shall have a minimum of five (5) working days to approve the revised LOD plan.
- If the cumulative area of disturbance exceeds the estimated LOD noted above, by over one acre, the Resident shall first approve of the plan and then possibly resubmit the NOI for MaineDEP approval. The approval may take a minimum of 21 working days.

Compliance with the erosion and sedimentation control requirements outlined in this Contract is required by the Contractor.

The Contractor shall comply with the conditions outlined in the Army Corps General Permit, Maine Department of Environmental Protection NRPA Permit by Rule, the US Army Corps of Engineers General Permit, and the Maine Pollutant Discharge Elimination System General Permit for stormwater discharge associated with construction activity. The Contractor shall indemnify and hold harmless the Maine Turnpike Authority or its agents, representatives and employees against any and all claims, liabilities or fines arising from or based on the violation of the above noted permits.

This Project is also subject to the requirements of the Maine Pollutant Discharge and Elimination System (MPDES) General Permit for the Discharge of Stormwater from MTA's Municipal Separate Storm Sewer Systems (MS4), because it is located within an Urbanized Area (UA) as defined by the 2000 census by the U.S. Bureau of the Census. MS4 compliance requires all Contractors to be properly trained in Erosion and Sedimentation Control (ESC) measures (as per Special Provision Subsections 105.8.1 and 656.07) and implement measures to reduce pollutants in stormwater runoff from construction activities.

107.1 Contract Time and Contract Completion Date

This Subsection is amended by the addition of the following:

The work shall be substantially complete on or before June 21, 2018 and all work shall be completed on or before November 17, 2018.

107.1.1 Substantial Completion

This Subsection is amended by the addition of the following:

Substantially complete shall be defined by the Authority as the following:

- Two lanes of the Exit 44 On Ramp fully open to traffic including shoulders, guardrail, surface pavement, drainage, lighting, signage and striping.
- All disturbed slopes loamed, seeded and mulched, temporary erosion control mix and/or blanket installed where necessary.
- No lane closures, except for demobilization (removal of construction signs and drums, and general clean-up).

Supplemental Liquidated damages on a calendar day basis in accordance with Subsection 107.8 shall be assessed for each calendar day that substantial completion is not achieved.

The following Subsection is added:

107.4.6 Prosecution of Work

The following activities must be completed by the date specified: The construction of the embankment widening shall be completed, up to and including the base course of pavement, guardrail and lighting with two lanes open to traffic on Exit 44 Southbound On Ramp by May 24, 2018. Supplemental Liquidated damages on a calendar day basis in accordance with Subsection 107.8 shall be assessed for each calendar day that these activities are not completed.

SPECIAL PROVISIONSSECTION 202REMOVING STRUCTURES AND OBSTRUCTIONS

(Removing Pavement Surface)

202.01 Description

The following sentences are added:

This work shall also consist of removing the surface of the bituminous concrete pavement in all locations to the depth, width, grade, and cross section on the mainline as shown on the Plans or as directed by the Resident.

Removal of approach pavement shall be completed through the use of a milling machine. The milling machine(s) shall be capable of accurately establishing profile grades by referencing from a floating straight edge, a minimum of 30 feet.

Areas requiring shim pavement to reach final pavement grade shall not be milled.

202.061 Removing Pavement Surface

This Subsection is deleted and replaced with the following:

The equipment for removing the bituminous surface, excluding bridge decks, shall be a power-operated milling machine or planer capable of removing the bituminous concrete pavement to the required depth, transverse cross slope, and profile grade by use of an automated grade and slope control system. The controls shall automatically increase or decrease the pavement removal depth as required, and readily maintain desired cross slope to compensate for surface irregularities in the existing pavement course. The mill head on the machine shall have a maximum 8mm tooth spacing pattern and a minimum triple wrap configuration. The milling machine shall be capable of accurately establishing profile grades by referencing from a floating straight edge, minimum of 30± feet. The equipment shall also have an effective means for removing excess material from the surface and preventing flying material in compliance with Subsections 105.2.5 Compliance with Health and Safety Laws and 105.2.6 Convenience of the Public, of the Specification.

The contractor shall operate the milling machine such that the forward operating speed of the machine in feet per minute (fpm) does not exceed 65% of the mill head in revolutions per minute (rpm). i.e. 100 rpm head speed equals maximum forward operating speed of 65 fpm. The contractor shall avoid stopping the milling operation during truck exchanges by staging the haul units accordingly.

The Contractor shall locate, identify and remove all objects in the pavement through the work area that would be detrimental to the milling machine.

The Contractor shall be responsible for the layout of the longitudinal centerline between the travel lane and passing lane.

The finished milled surface will be inspected before being accepted, and any deviations in the profile exceeding 3/8 inch under a 16 foot string line or straightedge placed parallel to the centerline will be corrected. Any deviations in the cross slope that exceed 3/8 inch under a 10 foot string line or straightedge placed transversely to the centerline will be corrected. In no case shall the cross slope in a single lane width be inverted resulting in a depression as measured transverse to the direction of travel. Any cross-slope inversions or depressions shall be corrected by spot shimming the area with HMA as directed by the resident prior to installing any leveling or wearing course. These corrections shall be done with no additional expense to the Authority.

All surplus pavement grindings shall be disposed of by the Contractor off the Turnpike right-of-way. All grindings shall be disposed of in accordance with the Maine Department of Environmental Protection Solid Waste Management Requirements.

202.07 Method of Measurement

The removal of existing bituminous concrete pavement – will be measured by the square yard of material removed to the required depth.

The following sentences are added:

Transporting and stockpiling of the pavement grindings at the maintenance facilities will not be measured separately for payment, but shall be incidental to the Removing Pavement Surface items.

Installation of temporary bituminous ramps for maintenance of traffic will not be measured separately for payment, but shall be incidental to the Contract.

Removal of temporary bituminous ramps for maintenance of traffic will not be measured separately for payment, but shall be incidental to the Contract.

202.08 Basis of Payment

Removing Pavement Surface will be paid for at unit price per square yard which price shall be full compensation for removing and disposing of the bituminous and gravel materials.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
202.202 Removing Pavement Surface	Square Yard

SPECIAL PROVISION

SECTION 202

REMOVING STRUCTURES AND OBSTRUCTIONS

(Removing Rumble Strips)

202.01 Description

The following paragraph is added:

This work shall consist of grinding existing rumble strip locations to a depth of 1-1/2 inches, coating vertical and horizontal surfaces with bituminous tack coat, and installing 1-1/2 inches of hot mix asphalt, 9.5 mm over the entire milled area. Locations and lengths of removal shall from Sta. 2137+00 to Sta. 2175+00 on the southbound roadways as shown on the Plans or as approved by the Resident.

The following Subsections are added:

202.011 Materials

Grinding shall be done in accordance with Section 202. Bituminous tack coat shall conform to Section 409.

Hot mix asphalt, 9.5 mm shall conform to Section 401.

202.025 General

Existing rumble strips are approximately 16 inches long, seven inches wide, 1/2 inch deep, and spaced approximately every five inches.

202.07 Method of Measurement

The following paragraph is added:

Removing Rumble Strips shall be measured by the linear foot removed and accepted. Measurement shall be parallel to the baseline.

202.08 Basis of Payment

The following sentences are added:

Removing Rumble Strips shall be paid for at the Contract unit price per linear foot which includes all grinding, bituminous tack coat, pavement, equipment and labor necessary to satisfactorily complete the work.

Removing Pavement Surface will be paid for at unit price per square yard which price shall be full compensation for removing and disposing of the bituminous and gravel materials.

Payment will be made under:

Pay Item

Pay Unit

202.206 Removing Rumble Strips

Linear Foot

SPECIAL PROVISION

SECTION 203

EXCAVATION AND EMBANKMENT

203.01 Description

The following paragraph is added:

This work shall consist of cutting, removing and disposing of the full depth of existing bituminous concrete pavement at the approaches to the bridge structures within the limits of work as shown on the Plans or as approved by the Resident. The pavement shall be sawcut to the full depth of pavement at the limits of the excavation to provide a clean, vertical cut surface.

203.04 General

The following sentence is added to the end of the third paragraph.

There are no approved waste storage areas or waste areas within the Project limits unless shown on the Plans. Unsuitable materials shall be disposed of off-site in accordance with Subsection 203.06.

All excavations shall be accomplished in accordance with the applicable OSHA Standards. The Resident reserves the right to request the Contractor to prepare an excavation plan. This plan shall include, but not necessarily be limited to, the limit and depth of excavation, side slope, shoring, trench box and utility support.

203.10 Embankment Construction - General

The thirteenth and fourteenth paragraphs are deleted and replaced with the following:

All portions of the embankment shall be compacted in accordance with the designated embankment compaction requirements specified for the Project.

The existing slopes should be benched as shown on the drawings prior to placing additional fill. Embankment fill should be placed in lifts which extend laterally beyond the limits of the design side slopes such that the specified degree of compaction is achieved within the limits of the completed embankment. The slopes should then be trimmed back to design dimensions.

203.16 Winter Construction of Embankments

The word “core” is deleted from the first and second sentences in the first paragraph.

203.18 Method of Measurement

The following paragraphs are added:

There will be no additional payment for the required excavation plan, and costs shall be incidental to the Excavation items.

SPECIAL PROVISIONSECTION 401HOT MIX ASPHALT PAVEMENT

Section 401 of the Maine Turnpike Authority 2016 Supplemental Specifications is modified as follows:

401.01 Description

The following paragraph is added:

A Quality Control Plan(QCP) is required.

401.02 Materials

Section 401.02 is deleted in its entirety and replaced with the following:

Aggregates for HMA Pavements Coarse Aggregate and fine aggregate for HMA pavements shall be graded such that when combined in the proper proportions, including filler if required, the resultant blend will meet the composition of mixture for the type of pavement specified. Materials shall meet the requirements specified in Section 700 – Materials:

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

Mainline Surface HMA Coarse aggregate: The material retained on the No. 4 sieve, shall consist of angular fragments obtained from crushed quarry stone and be free of dirt or other objectionable materials. Coarse aggregate shall have a Micro-Deval value of 16.0 percent or less as determined by AASHTO T 327. The crushed stone shall have a maximum of 1.5% material finer than the No. 200 mesh when tested in accordance with AASHTO T-11. Flat and elongated particles shall not exceed a maximum of 8% at a 5:1 ratio in accordance with ASTM D-4791. Coarse aggregate angularity shall be a minimum of 95/90 in accordance with AASHTO T-335.

Mainline Surface HMA Fine aggregate: The material passing the No. 4 sieve, shall be crushed manufactured sand free from dirt, clay balls, or other objectionable material. Natural sand may be incorporated into the mix at a rate no greater than 13 percent by weight of total aggregate. The unconfined void content of the fine aggregate blend shall be a 45 minimum value when tested in accordance with AASHTO T-304, method A. AASHTO T-176 sand equivalent value shall be 45 minimum.

Asphalt Low Modulus Joint Sealer: Asphalt Low Modulus Joint Sealer shall be a modified asphalt and rubber compound designed for sealing and improving the strength and performance of the base asphalt cement and shall conform to ASTM D6690 Type IV and the following specifications:

Cone Penetration	90-150
Flow @ 60°C [140°F]	3.0mm [1/8 in] max
Bond, non-immersed	Three 12.7mm [1/2 in] specimens pass 3 cycles @ 200% extension @ -29°C [-20°F]
Resilience, %	60 min
Asphalt Compatibility, ASTM D5329	pass*

* There shall be no failure in adhesion, formation of any oily exudate at the interface between the sealant and asphaltic concrete or other deleterious effects on the asphaltic concrete or sealant when tested at 60°C [140°F].

The contractor shall provide the Resident or authorized representative with a copy of the material manufacturer's recommendations pertaining to heating, application, and reheating prior to the beginning of operations or the changing of materials.

Section 401.03 Composition of Mixtures

Section 401.03 is deleted in its entirety and replaced with the following:

HMA pavement mixtures for local road and bridge projects shall be a currently approved MDOT design.

HMA pavement mixtures for Mainline paving projects shall conform to the following requirements:

The Contractor shall compose the Hot Mix Asphalt Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), and mineral filler if required. HMA shall be designed and tested according to AASHTO R35 and the volumetric criteria in Table 1. The Contractor shall size, uniformly grade, and combine the aggregate fractions in proportions that provide a mixture meeting the grading requirements of the Job Mix Formula (JMF). The Contractor may use a maximum of 15 percent reclaimed asphalt pavement (RAP) in any mainline surface course, and a maximum of 20 percent RAP in any base, intermediate, or shim course. Current MaineDOT approved designs with up to 20 percent RAP will be allowed on local roads.

The Contractor shall submit a job mix formula (JMF) developed for each specified mixture at least 30 days prior to placement.

The JMF shall establish a single percentage of aggregate passing each sieve size within the limits shown in Subsection 703.09. The mixture shall be designed and produced, including all production tolerances, to comply with the allowable control points for the particular type of mixture as outlined in Subsection 703.09. The JMF shall state the original source, gradation, and percentage to be used of each portion of the aggregate and mineral filler if required. It shall also state the proposed PGAB content, the name and location of the refiner, the supplier, the source of PGAB submitted for approval, the type of PGAB modification if applicable, and the location of the terminal if applicable.

In addition, the Contractor shall provide the following information with the proposed JMF:

- Properly completed JMF indicating all mix properties (Gmm, VMA, VFB, etc.).
- Stockpile Gradation Summary.
- Test reports for individual aggregate consensus properties.
- Design Aggregate Structure Consensus Property Summary.
- Design Aggregate Structure Trial Blend Gradation Plots (0.45 power chart).
- Trial Blend Test Results for at least three different aggregate blends.
- Selected design aggregate blend.
- Test results for the selected design aggregate blend at a minimum of three binder contents.
- Test results for final selected blend compacted to N_{max} .
- Specific Gravity for the PGAB to be used.
- Recommended mixing and compaction temperatures from the PGAB supplier.
- Material Safety Data Sheets (MSDS) For PGAB.
- Asphalt Content vs. Air Voids trial blend curve.
- Test report for Contractor's Verification sample.
- Summary of RAP test results (if used), including count, average and standard deviation of binder content and gradation.

At the time of JMF submittal, the Contractor shall identify and make available the stockpiles of all proposed aggregates at the plant site. There must be a minimum of 150 ton for stone stockpiles, 75 ton for sand stockpiles, and 50 ton of blend sand before the Authority will sample. The Authority shall obtain samples for laboratory testing. The Contractor shall also make available to the Authority the PGAB proposed for use in the mix in sufficient quantity to test the properties of the asphalt and to produce samples for testing of the mixture. Before the start of paving, the Contractor and the Authority shall split a production sample for evaluation. The Contractor shall test its split of the sample and determine if the results meet the requirements. If the results are found to be acceptable, the Contractor will forward their results to the Authority's Lab, which will test the Authority's split of the sample. The results of the two split samples will be compared and shared between the Authority and the Contractor. If the Authority finds the mixture acceptable, an approved JMF will be forwarded to the Contractor. The Authority will then notify the Contractor that paving may commence. The first day's production shall be monitored, and the approval may be withdrawn if the mixture exhibits undesirable characteristics such as checking, shoving or displacement. The Contractor shall be allowed to submit aim changes within

24 hours of receipt of the first Acceptance test result for an individual JMF. Adjustments will be allowed of up to 2% on the percent passing the 2.36 mm sieve through the 0.075 mm and 3% on the percent passing the 4.75 mm or larger sieves. Adjustments will be allowed on the %PGAB of up to 0.2 percent. Adjustments will be allowed on GMM of up to 0.010.

The Contractor shall submit a new JMF for approval each time a change in material source or materials properties is proposed. The same approval process shall be followed. The cold feed percentage of any aggregate except natural sand may be adjusted up to 10 percentage points from the amount listed on the JMF, however no aggregate listed on the JMF shall be eliminated. Natural sand may be adjusted up to 5 percent from the amount listed on the JMF but shall not exceed 13% by weight of total aggregates. The cold feed percentage for RAP may be reduced up to five percentage points from the amount listed on the JMF and shall not exceed the percentage of RAP approved in the JMF or for the specific application.

TABLE 1
VOLUMETRIC DESIGN CRITERIA

Design ESAL's (Millions)	Required Density (Percent of G _{mm})			Voids in the Mineral Aggregate (VMA)(Minimum Percent)				Voids Filled with Binder (VFB) (Minimum %)	Fines/Eff. Binder Ratio
				Nominal Maximum Aggregate Size (mm)					
	N _{initial}	N _{design}	N _{max}	19	12.5	9.5	4.75		
10 to <30	≤89.0	96.0	≤98.0	13.5	14.5	15.5	15.5	65-80*	0.6-1.2

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

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

* For 4.75mm nominal maximum aggregate size mixtures, the Fines/Effective Binder Ratio is 0.6-1.4

As part of the JMF submittal, there are Hamburg Wheel Tracker requirements, the Contractor shall provide the Authority the test results in accordance with AASHTO T324. The results shall be generated by a third party independent testing laboratory as approved by the Authority. The test results shall meet the requirements of Table 1A:

TABLE 1A
HAMBURG WHEEL TRACKER REQUIREMENTS

Specified PG Binder Grade	Test Temperature (°C)	Maximum Rut Depth (mm)	Minimum Number of Passes	Minimum Allowable SIP*
64-28	45	12.5	20,000	15,000
64E-28	45	8.0	20,000	15,000
70E-34	45	6.3	20,000	15,000

* As calculated by the most recently published version of the Maine DOT HWT worksheet, which is available online at <http://www.maine.gov/mdot/contractors/publications/>

Section 401.08 Hauling Equipment Trucks for Hauling HMA

Add the following paragraph:

The undercarriage of haul units actively hauling HMA to the site shall be relatively free of dust / mud agglomerations. Haul units found to be contaminating the paving surface shall be removed from the site and cleaned prior to returning.

Section 401.091 Material Transfer Vehicle (MTV)

The fourth paragraph shall be deleted and replaced with:

The MTV shall be designed so that the mix receives additional mixing action.

Section 401.165 Longitudinal Joint Density

The first paragraph shall be deleted and replaced with:

When noted in Special Provision Section 403, the Authority will measure the pavement density of longitudinal joints between adjoining mainline travel lanes in both the unconfined and confined condition as determined by the days paving operation.

The eighth paragraph shall be deleted and replaced with:

The minimum density of the completed pavement shall be 92.0 percent of the theoretical maximum density obtained. Two consecutive failing tests shall result in production shut down. Prior to resuming paving operations, the contractor quality control unit shall satisfy the Authority that the paving operation will produce joint densities in compliance with the Specifications.

The eleventh paragraph and associated table shall be deleted and replaced with:

Payment reduction will be applied to each subplot that has a density lower than 92.0% as outlined below.

PERCENT COMPACTION	PERCENT PAY
92.0 or greater	100
91.9 to 90.0	95
89.9 or less	90

Section 401.17 Joints

The fourth paragraph shall be deleted and replaced with:

When required by Special Provision Section 403, Mainline Longitudinal joints shall be constructed as notched-wedge joint and constructed in a manner that will best ensure joint integrity.

Section 401.18 Quality Control

The following shall be added to section c. Quality Control Technician(s) QCT:

The QCT shall be on site during paving operations performing quality control activities. QCT's shall not act as equipment operators or laborers.

Section 401.191 Inspection/Testing

In paragraph nine delete and replace Item #8 with:

8. Secure High Speed Internet Access

SPECIAL PROVISIONSECTION 403HOT MIX ASPHALT PAVEMENT

Course	HMA Grading	Item Number	Total Thickness	No. of Layers	Complimentary Notes
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Mainline and Ramp Variable Depth Mill and Pave

Wearing	12.5mm	403.2081	1.5"	1	A,C,F,G,H,I,J,K,L,N
Intermediate	12.5mm	403.213	1.5"	1	B,C,F,J,L,N

Mainline and Ramp Full Depth Construction and Full Depth Pavement Removal

Wearing	12.5mm	403.2081	1.5"	1	A,C,F,G,H,I,J,K,L,N
Intermediate	12.5mm	403.213	1.5"	1	B,C,F,J,L,N
Base	19.0mm	403.207	7"	3	B,C,F,J,L,N

COMPLEMENTARY NOTES

- A. The required PGAB for this mixture shall be **64E-28**.
- B. The required PGAB for this mixture shall be **64-28**.
- C. A maximum of 15 percent RAP may be used.
- D. RAP may not be used.
- E. The Maine DOT will conduct the job mix verification. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract. The design verification, Quality Control, and Acceptance tests for this mix will be performed at **XX gyrations**. (N design) Minimum and Maximum PGAB content shall not apply.
- F. The MTA will conduct the job mix verification. The aggregate qualities shall meet the design traffic level of 10 to <30 million ESALS for mix placed under this contract. The design verification, Quality Control, and Acceptance tests for this mix will be performed at **75 gyrations**. (N design)
- G. A material transfer vehicle (MTV) shall be used for the placement of Hot Mix Asphalt wearing surface on all roadways including acceleration and deceleration lanes and all ramps.
- H. Joints shall be constructed as the "notched wedge" type in accordance with Subsection 401.17.
- I. Joint density will be measured in accordance with Subsection 401.165.
- J. Tack coat shall be applied between all layers of pavement at a rate of 0.04 G/SY.
- K. PGAB shall conform to the provisions of 403.02 – Polymer Modified PGAB for HMA
- L. The contractor shall furnish a quality control technician equipped with an approved densometer to ensure density requirements are met.
- M. Hydrated Lime shall be incorporated into the mixture.
- N. No vehicular loads shall be permitted on newly completed pavement until adequate stability has been attained and the material has cooled sufficiently to prevent distortion or loss of fines. The newly paved area may be opened to traffic after the internal temperature

of the pavement has cooled to 120° F. The Resident will test the internal temperature of the pavement and shall be the sole judge as to the opening to traffic. The period of time before opening to traffic may be extended at the discretion of the Resident. The lane closure may not be removed until the internal temperature has cooled to 120° F.

SPECIAL PROVISION

SECTION 409

BITUMINOUS TACK COAT

409.02 Bituminous Material

This Subsection is deleted and replaced with the following:

Bituminous material shall conform to the Specifications for Emulsified Asphalt RS-1h, of the AASHTO Designation M-140.

409.05 Equipment

Add “or as determined by the Resident”, after the words “gal/yd²” in the fourth line of the second paragraph of this Subsection.

409.06 Preparation of Surface

The following paragraph is added:

All existing pavement and shoulder areas on which bituminous concrete mixtures are to be placed shall receive a tack coat. The surface area where the tack coat is to be applied shall be dry and cleaned of all dirt, sand, and loose material. Cleaning shall be accomplished by use of revolving brooms or mechanical sweepers. Undesirable material not removed by the above means shall be cleaned by hand sweeping or scraping, or a combination of both. Small areas otherwise inaccessible may be swept with hand brooms. The tack coat shall be applied only when the existing surface is dry.

409.08 Method of Measurement

The following paragraphs are added:

Measurement will be based on delivery slips made out in duplicate by the Contractor and signed by the Resident, or his representative, at the point of delivery. One of these slips shall be retained by the Resident and one by the Contractor. Delivery slips shall be furnished by the Contractor and shall provide space for identifying the vehicle and driver, for stating the volume of material carried, the source of the material, the date, and the Resident or his representative's signature.

Material included in the delivery slips and not used or rejected shall be deducted from the amount being measured for payment. Each day's delivery slips shall be reconciled by the Contractor and the Resident within 24-hours.

Cleaning of the surface area where tack coat is to be applied shall be incidental to Item 409.15, Bituminous Tack Coat - Applied.

409.09 Basis of Payment

The following pay items are added:

<u>Pay Item</u>		<u>Pay Unit</u>
409.15	Bituminous Tack Coat – Applied	Gallon

SPECIAL PROVISION

SECTION 419

SAWING AND SEALING JOINTS IN BITUMINOUS PAVEMENT

(Sawing Bituminous Pavement)

419.01 Description

This work consists of sawing bituminous concrete pavement as shown on the Plans, as specified herein or as approved by the Resident.

419.02 General

The bituminous concrete pavement to be sawed shall be accurately marked before cutting. The marking shall be in accordance with the locations as shown on the Plans or as approved by the Resident. Cutting shall be with an approved power driven saw with an abrasive blade.

Unless otherwise noted or directed, the sawcut shall be vertical, a minimum of 3/8 inch wide, and extend to the depth as shown on the Plans.

Residue or debris from the sawing operation shall be removed immediately and legally disposed of by the Contractor.

419.03 Method of Measurement

Sawing Bituminous Pavement will be measured by the linear foot of pavement actually cut and accepted. No additional payment will be made for variations in the pavement thickness.

419.04 Basis of Payment

Sawing Bituminous Pavement will be paid for at the Contract unit price per linear foot which shall be full compensation for all materials, tools, equipment labor, and all incidentals necessary for the completion of the work to the satisfaction of the Resident. The disposal of sawcut residue shall be incidental to this item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
419.30 Sawing Bituminous Pavement	Linear Foot

SPECIAL PROVISIONSECTION 470BERM DROP OFF CORRECTION

(Berm Drop Off Correction – Grindings)
(Berm Correction)

470.01 Description

This work shall consist of furnishing and placing bituminous grindings to eliminate the berm drop off along the inside and outside shoulder edges at all locations, including guardrail sections at locations shown on the plans or as directed by the Resident.

The work shall also consist of removing materials at the inside and outside shoulder edges at all locations, including guardrail sections at locations shown on the plans or as directed by the Resident.

470.02 Bituminous Materials

The recycled bituminous pavement shall be reprocessed (crushed) to meet the following gradations:

<u>Sieve Designation</u>	<u>Percentage by Weight Passing Square Mesh Sieve</u>
3/4"	100
1/2"	95-100
No. 4	50-80
No. 50	18-28
No. 200	3-10

470.03 Method of Construction

Work under this item shall be in accordance with the details as shown on the Plans or as directed by the Resident.

At a minimum, a walk behind plate compactor shall be used for compaction. Other methods may be used upon approval by the Resident.

470.04 Method of Measurement

Berm Drop Off Correction – Grindings will be measured by the ton of pavement grindings delivered and installed.

Material included in the delivery slips and not used or rejected shall be deducted from the amount being measured for payment.

Berm Correction will be measured by the linear foot for material removed.

470.05 Basis of Payment

The accepted quantity of “Berm Drop Off Correction – Grindings” will be paid for at the contract unit price per ton, which price shall include all materials, crushing to gradation range, weighing, transportation, placement, labor, equipment, and all incidentals necessary to accomplish the work.

The accepted quantity of “Berm Correction” will be paid for at the contract unit price per linear foot, which price shall include removing all materials, grading, transportation, labor, equipment, and all incidentals necessary to accomplish the work.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
470.08	Berm Drop Off Correction – Grindings	Ton
470.081	Berm Correction	LF

SPECIAL PROVISIONSECTION 526CONCRETE BARRIER

(Temporary Concrete Barrier Type I – Supplied by Authority)

526.01 Description

The following paragraphs are added:

This work shall consist of loading, transporting, setting, resetting, removing, transporting and stacking Temporary Concrete Barrier Type I – Supplied by Authority. The barrier shall have attachments allowing individual sections to be connected into a continuous barrier.

The work also includes supplying connecting pins and furnishing and mounting retro-reflective delineators, per Subsection 526.02 and 526.03.

Concrete barriers supplied by Authority shall be available at the following location(s):

<u>Maintenance Area</u>	<u>Linear Feet of Barrier</u>
Kennebunk Motel Site Mile 25.5	2,900

Upon substantial completion of work, the Contractor shall remove and transport the barrier back to its maintenance area of origin. All barrier shall be returned, sorted and stacked according to type in locations directed by the project Resident or maintenance area foreman.

526.02 Materials

The following paragraphs are added:

- e. Delineators shall be bi-directional with a minimum effective reflective area of eight square inches as approved by the Resident. The reflectors shall be methyl methacrylate and the housing of acrylonitrile butadiene styrene. Color shall be in accordance with the MUTCD.

526.021 Acceptance

The Resident shall have the authority to accept or reject all Temporary Concrete Barrier Type I – Supplied by Authority used on the Project that does not meet the requirements of this specification

526.03 Construction Requirements

The following paragraphs are added:

The Contractor shall notify the Resident prior to the scheduled pick-up and delivery of concrete barrier. No barrier shall be removed from or stacked at the Turnpike Maintenance Area without approval of the Resident.

The Contractor shall move and place barrier-utilizing methods that will not damage the barrier. Barrier that is damaged by the Contractor by failing to use proper methods shall be replaced by the Contractor at no additional cost to the Maine Turnpike Authority.

Concrete barrier supplied by the Authority consists of several different styles. Not all barriers may be compatible. The Contractor shall utilize caution when setting barrier to use identical barrier types as adjacent barrier. Non-compatible barrier that cannot be attached together shall be overlapped by a minimum of 10 feet with the blunt end on the non-traffic side of the barrier. This work will not be measured separately for payment, but shall be incidental to the concrete barrier.

Concrete barrier placed at roadway low points shall be shimmed on 1" by 2" by 2' long wood planks to allow drainage to pass under the barrier. In addition, the Resident may direct the Contractor to shim the concrete barrier at other locations to provide for proper roadway drainage. All labor, material, and equipment necessary to shim the barrier will not be measured separately for payment, but shall be incidental to the Concrete Barrier.

The removal of concrete barrier from adjacent to the travel lane may be conducted without a lane closure if it is accomplished in accordance with the following requirements:

1. Barrier is removed from the trailing end and the workmen and equipment involved in the operation are always behind the barrier. No workmen or equipment shall enter the travel lane.
2. Barrier shall be dragged away from the travel lane to at least a 30-degree angle by the use of a cable.
3. Barrier shall be lifted no more than six inches while within 10 feet of the travel lane.

Retro-Reflective Delineators shall be mounted as follows:

1. One on top of each barrier.
2. One on the traffic side of every barrier used in a taper.
3. One on the traffic side of every other barrier at regularly spaced intervals and locations.
4. Delineators shall be installed on both sides of the barrier if barrier is used to separate opposing traffic.
5. Delineators shall be physically adhered so as to withstand the force of throw from a snow plow.
6. If more than 25% of delineators in any 50 foot section of barrier fall off for any reason, the Contractor will be responsible for reinstalling all the delineators in that run at that their own cost.
7. Contractor is required to submit the installation method for review and approval to the Resident.

526.04 Method of Measurement

The following paragraphs are added:

Temporary Concrete Barrier Type I – Supplied by Authority shall be measured for payment by the lump sum.

The loading, transporting, setting, resetting, removing, transporting, sorting and stacking of the barrier, the furnishing, installation and maintenance of the barrier delineators, and furnishing and installing connector pins will not be measured separately for payment, but shall be incidental to the cost of the Barrier. Temporary storage of Concrete Barrier between construction phases, if required, will not be measured separately for payment, but shall be incidental to the cost of the Barrier. All equipment required to load, unload, transport and stack Concrete Barrier shall be supplied by the Contractor.

Any Barrier lost or damaged by the Contractor shall be replaced by the Contractor at no additional cost to the Authority.

526.05 Basis of Payment

The fifth paragraph is deleted and not replaced.

The following paragraphs are added:

Temporary Concrete Barrier Type I – Supplied by Authority will be paid for at the Contract lump sum price, complete in place. Such payment shall be full compensation for loading, transporting, setting, resetting, temporary storage, removing, transporting and stacking at the area designated, furnishing all materials, and all other incidentals necessary to complete the work. Temporary Concrete Barrier Type I – Supplied by Authority and all connecting pins shall remain the property of the Authority, and shall be returned to the Turnpike Maintenance Area as designated in Subsection 526.01.

Payment of Concrete Barrier shall be based on a percentage of the work accomplished during that pay period.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
526.306 Temporary Concrete Barrier, Type I – Supplied by Authority	Lump Sum

SPECIAL PROVISION

SECTION 527

ENERGY ABSORBING UNIT

(Work Zone Crash Cushion)

527.01 Description

The first paragraph is deleted in its entirety and replaced with the following:

The Contractor shall furnish and install work zone crash cushions where shown on the Plans, as specified herein, in Special Provision 652, or as approved by the Resident. Work zone crash cushions are required at each exposed end of temporary concrete barrier or guardrail.

The exposed end of the concrete barrier within 30 feet of the mainline travel lane shall be protected at all times. Barrier shall not be reset until after the work zone crash cushion(s) has been set to protect the exposed end of the barrier.

527.02 Materials

The following paragraph is added:

Only work zone crash cushions meeting the NCHRP Report 350 TL-3 crash test requirements may be used on the turnpike and local roadways with posted speeds of 45 MPH or greater. Work zone crash cushions meeting the NCHRP Report 350 TL-2 crash test requirements may be used on local roadways with posted speeds of 40 MPH or less. The Contractor shall provide the Resident with documentation of the proposed work zone crash cushion's NCHRP Report 350 Crash Test Results prior to installation at the jobsite.

527.03 Construction Requirements

The following is added to the end of the first paragraph:

The design speeds for work zone crash cushions shall be 45 mph for local road and 70 mph for turnpike roadways unless otherwise noted on the Plans.

527.04 Method of Measurement

Work Zone Crash Cushions used to protect exposed ends of guardrail for steel girder erection will not be measured separately for payment, but shall be included under the Maintenance of Traffic for Steel Girder Erection item.

527.05 Basis of Payment

Payment will be made under:

Pay Item

Pay Unit

527.343 Work Zone Crash Cushions – TL-3

Unit

SPECIAL PROVISION

SECTION 603

PIPE CULVERTS AND STORM DRAINS

(Reinforced Concrete Pipe)
(Concrete Collar)
(Corrugated Polyethylene Pipe)

603.01 Description

The following paragraphs are added:

This work shall also consist of furnishing and installing Class III or Class V reinforced concrete pipe at the locations as shown on the Plans or as approved by the Resident.

This work also consists of furnishing and installing a concrete collar to join existing concrete pipe to the proposed concrete or Corrugated High Density Polyethylene (HDPE) pipe in accordance with the details as shown on the Plans. The Contractor shall note that the concrete pipe ends may be of different sizes and may not fit snugly together.

This work shall also consist of furnishing and installing various sizes of corrugated HDPE pipe, including a dual wall adaptor fitting by Hancor or an approved equal as shown on the plans. No other pipe types within the Option III alternatives will be accepted.

603.02 Materials

All Corrugated High Density Polyethylene (HDPE) pipe for storm water and drainage systems shall meet the requirements of Subsection 706.06.

603.11 Method of Measurement

The following paragraph is added:

The Concrete Collar shall be measured by each unit installed, complete in place and accepted. This shall be full compensation for furnishing labor and materials to construct a Concrete Collar to connect the existing and proposed pipe ends in a working like manner.

Dual Wall Adapter Fitting shall be included for payment as three additional linear feet of the largest pipe involved.

603.12 Basis of Payment

Concrete Collars will be paid for at the Contract unit price each regardless of the size of the existing and proposed pipes.

Corrugated HDPE pipe will be paid for under the appropriate sized Culvert Pipe Option III pay items

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
603.155	12 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.165	15 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.1653	15 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.175	18 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.1753	18 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.195	24 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.1953	24 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.205	30 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.2053	30 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.215	36 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.2153	36 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.225	42 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.2253	42 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.235	48 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.2353	48 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.245	54 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.2453	54 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.255	60 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.2553	60 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.265	66 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.2653	66 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.275	72 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.2753	72 inch Reinforced Concrete Pipe - Class V	Linear Foot
603.155	12 Inch Reinforced Concrete Pipe – Class III	Linear Foot
603.28	Concrete Collar	Each

SPECIAL PROVISION

SECTION 606

GUARDRAIL

- (31" W-Beam Guardrail – Mid-way Splice (7' Steel Posts, 8" Offset Blocks, Single Faced)
- (31" W-Beam Guardrail – Mid-way Splice (8' Steel Posts, 8" Offset Blocks, Single Faced)
- (31" W-Beam Guardrail – Mid-way Splice (7' Steel Posts, 8" Offset Blocks, Double Faced)

606.01 Description

The section is amended by the addition of the following:

This work shall consist of furnishing and installing guardrail components the required locations in accordance with the Specifications and in reasonably close conformity with the lines and grades shown on the Plans. The types of guardrail are designated as follows:

- 31" W-Beam Guardrail – Mid-way Splice (7' Steel Posts, 8" Offset Blocks)
- 31" W-Beam Guardrail – Mid-way Splice (8' Steel Posts, 8" Offset Blocks)

606.02 Materials

The section is amended by the addition of the following:

Steel posts shall be 7 feet or 8 feet long as specified in the plans.

The guardrail elements shall be per the Components' List found on Sheet No. 2 of 2 of draft Drawing SGR47 – 31" W-Beam Guardrail with Standard 8" Offset Block in the Task Force 13 Report noted above and/or as noted in the Contract Documents unless noted otherwise.

606.04 Rails

The section is amended by the addition of the following:

Height of top of rail shall be 31" measured from final grade. Height transition from 31" W-Beam, mid-spliced guardrail to existing guardrail shall occur over a 25' length.

606.08 Method of Measurement

The section is amended by the addition of the following:

31" W-Beam Guardrail – Mid-way Splice (7' Steel Posts, 8" Offset Blocks) and 31" W-Beam Guardrail – Mid-way Splice (8' Steel Posts, 8" Offset Blocks) will be paid for at the contract unit price per linear foot of rail satisfactorily installed and accepted.

606.09 Basis of Payment

The section is amended by the addition of the following:

The accepted quantity of 31” W-Beam Guardrail – Mid-way Splice (7’ Steel Posts, 8” Offset Blocks) and 31” W-Beam Guardrail – Mid-way Splice (8’ Steel Posts, 8” Offset Blocks) will be paid for at the contract unit price per linear foot of rail and shall be full compensation for furnishing all labor, equipment and materials necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
606.13 31” W-Beam Guardrail – Mid-way Splice (7’ Steel Posts, 8” Offset Blocks, Single Faced)	Linear Foot
606.131 31” W-Beam Guardrail – Mid-way Splice (8’ Steel Posts, 8” Offset Blocks, Single Faced)	Linear Foot
606.132 31” W-Beam Guardrail – Mid-way Splice (7’ Steel Posts, 8” Offset Blocks, Double Faced)	Linear Foot

SPECIAL PROVISIONSECTION 606GUARDRAIL

(Terminal End - Anchored End – 31” W-Beam Guardrail)

606.01 Description

The section is amended by the addition of the following:

This work shall consist of furnishing and installing Terminal End – Anchored End – 31” W-Beam Guardrail end treatment in accordance with these Specifications and Plan Sheet details, the AASHTO-AGC-ARBTA Joint Committee Task Force 13 Report: A Guide to Standardized Highway Barrier Hardware, Drawing SEW31 in AASHTO Manual for Assessing Safety Hardware (MASH) approval letter B-256; and in reasonably close conformity with the lines and grades as shown on the Plans or as approved by the Resident.

606.02 Materials

The following sentences are added:

The guardrail elements shall be per the Components’ List found on Sheet No. 2 & 3 of 3 of Drawing SEW31 – Trailing-end Anchorage System in the Task Force 13 Report noted above and/or as noted in the Contract Documents. The component RWM14a shall be modified to a length of 9’-4½” measured from the center of the Midway Splice to the center of the last guardrail post.

606.042 Terminal End - Anchored End

The following sentences are added:

Installation of the Terminal End – Anchored End - 31” W-Beam Guardrail end treatment shall be in accordance with these plans and specifications, the AASHTO-AGC-ARBTA Joint Committee Task Force 13 Report and the Details on Sheet No. 1 of 3 of Drawing SEW31 – Trailing-End Anchorage System.

606.08 Method of Measurement

The second paragraph is amended by the addition of: “, Terminal End - Anchored End – 31” W-Beam Guardrail, ” after the words “Terminal section, ”.

606.09 Basis of Payment

The first paragraph is amended by the addition of: “, Terminal End - Anchored End – 31” W-Beam Guardrail, ” after the words “Terminal section, ”.

The second paragraph is amended by the addition of: “, Terminal End - Anchored End – 31” W-Beam Guardrail, and ” after the words “NCHRP 350 end treatments ”.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
606.1351	Terminal End - Anchored End – 31” W-Beam Guardrail	Each

SPECIAL PROVISION

SECTION 606

GUARDRAIL

(Terminal End - Remove and Reset)

(Terminal End - Remove and Stack)

606.01 Description

The following sentences are added:

This work shall also consist of removing existing terminal end elements, component parts and hardware, and resetting to the proper location.

This work shall also consist of removing existing terminal end elements, component parts and hardware, and stacking at Crosby Maintenance Area located at Mile Marker 45.8 Southbound.

In locations where new guardrail is being installed on the departure side, terminal ends are required as end treatments. These terminal ends shall be provided from the ones designated under this item to be stacked. Installation of these terminal ends shall also be included under this item.

606.08 Method of Measurement

The following sentences are added:

Terminal End - Remove and Reset will be measured by each unit satisfactorily reset.

Terminal End - Remove and Stack will be measured by each unit satisfactorily stacked.

Terminal ends removed, but not suitable to be reset or stacked shall become property of the Contractor. Payment shall be incidental to the other guardrail pay items.

606.09 Basis of Payment

The following paragraphs are added:

The accepted quantity of Terminal End – Remove and Reset will be paid for at the Contract unit price bid which shall be full compensation for removing and resetting the terminal end and all equipment, labor and incidentals necessary to complete the work.

The accepted quantity of Terminal End – Remove and Stack will be paid for at the Contract unit price bid which shall be full compensation for removing and stacking the terminal end and all equipment, labor and incidentals necessary to complete the work. This price shall be full compensation for removing all rails, posts, offset brackets, nuts, bolts, washers, hardware, all labor, transportation and all other incidentals necessary to complete the work. No additional compensation will be made for furnishing terminal ends from the stacked location and installing them on the

departure side of the new guardrail, but shall be incidental to the Remove and Stack Terminal End item.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
606.2651	Terminal End - Remove and Reset	Each
606.2652	Terminal End - Remove and Stack	Each

SPECIAL PROVISIONSECTION 606GUARDRAIL

(Reflectorized Beam Guardrail Delineator)

606.01 Description

The following paragraphs are added:

Reflectorized beam guardrail delineators shall be installed on existing guardrail to remain in place, guardrail noted to be removed, modified and reset (single and/or double rail) or new guardrail, at the locations noted on Maintenance of Traffic plans or as approved by the Resident. The delineators shall be installed prior to traffic being shifted closer to the identified guardrail run. The color for the reflective sheeting shall be silver (white) when installed on the outside shoulder and yellow when installed on the inside shoulder.

Reflectorized beam guardrail delineators shall be mounted as follows:

1. Delineators on guardrail adjacent to a shifted detour should be spaced every other guardrail post and located at the bolt in the valley of the guardrail beam.
2. On existing steel bridge rail, the delineators shall be mechanically attached towards the top, every 10 feet, and bottom, every 20 feet. Delineators shall also be mechanically attached in a similar pattern to concrete endposts that are 10 feet or longer.
3. If more than 25% of delineators in any 50 feet of guardrail, bridge rail, or endposts fall off for any reason, the Contractor will be responsible for reinstalling all delineators in that run at that their own cost.
4. In no instance shall delineators be installed on guardrail which deviates substantially from the alignment (horizontal or vertical) of the roadway or which is located more than eight feet from the edge of pavement.
5. On Tangents, mount delineators every 62.5-feet or every 10th post.
6. On Curves, mount delineators every 31.25-feet or every 5th post.

Exceptions and/or modifications will only be made with the approval of the Resident.

Contractor is required to submit installation method for review and approval to the Resident.

606.02 Materials

The fourth paragraph is deleted and replaced with the following:

The reflectorized beam guardrail delineators shall be fabricated from galvanized steel.

Reflective sheeting shall meet the requirements of Subsection 719.01, Reflective Sheeting – minimum ASTM Type XI; 3M™ Diamond Grade™ DG³ Reflective Sheeting Series 4000 or approved equal.

606.08 Method of Measurement

The following paragraph is added:

Reflectorized Beam Guardrail Delineators will be measured by each unit of the kind specified and installed. Maintenance and replacement of delineators will not be measured separately for payment unless otherwise approved by the Resident.

606.09 Basis of Payment

The second and third sentences in the first paragraph are deleted and replaced with the following:

Reflectorized Beam Guardrail Delineators will be paid for at the Contract unit price each when installed on existing guardrail, complete in place, which price shall be full payment for furnishing and installing all components and for all incidentals necessary to complete the installation. Reflectorized Beam Guardrail Delineators will not be paid for on new guardrail.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
606.352 Reflectorized Beam Guardrail Delineator	Each

SPECIAL PROVISIONSECTION 606GUARDRAIL

(Underdrain Delineator Post)
(Delineator Post – Remove and Reset)
(Delineator Post - Remove and Stack)

606.01 Description

The following paragraphs are added:

This work shall also consist of furnishing and installing new delineator posts and/or removing and resetting and/or removing and stacking existing delineator posts within the Contract limits at the Crosby Maintenance Area located at Mile Marker 45.8 Southbound. The existing reflectorized delineator panels shall be removed and replaced with new reflectorized delineator panels as required by the Resident.

Existing and new delineator posts shall be located as follows, with the indicated panel:

Outside Shoulder:

- One at guardrail trailing ends (green delineator).
- Two at guardrail approach ends (one red delineator on first post and one red delineator on angle points.)

Median:

- One at guardrail trailing ends (green delineator, facing traffic).
- Two at guardrail approach ends (one red delineator on first post of CAT units, green on guard rail side, red on median opening side; and one red (both sides) delineator at angle point.)
- One at all other median guardrail angle points (red on both sides)

Other Locations:

- One at culvert outlets (green delineator).
- Twenty per mile evenly spaced at the edge of outside shoulder (white delineator).
- One at electrical junction boxes not associated with another item (red delineator).
- One at communication only junction boxes not associates with another item (orange delineator).

Delineator posts that do not exist in the locations described above, shall be supplied and installed by the Contractor. The installation of the delineator post shall include the demountable reflectorized delineator panel.

White edge delineators shall not be installed on any portion of the widened shoulder for Guardrail 350 Flared Terminal installations, and shall not be installed behind the Guardrail 350 Flared Terminal rail segments.

606.02 Materials

The following paragraphs are added:

Non-Guardrail Delineator Posts shall conform to Subsection 606.02 paragraph 3.

The seventh through ninth sentences of the fourth paragraph are deleted and replaced with the following:

Reflectorized flexible guardrail markers shall be a minimum of 2-inches in diameter, a maximum of 36" in length, ovalized at the top of the post to allow application of 3 inch by 9 inch high intensity reflective sheeting, and shall be capable of recovering from repeated impacts. The flexible guardrail delineator markers shall be grey and capped at the top with a flexible rubber cap; Safe-Hit Flexible Guardrail Delineator or approved equal. Reflective material shall meet the requirements of ASTM Type IX Diamond Grade VIP (Visual Impact Performance).

The demountable reflectorized delineator panels shall meet the material requirements of Subsection 719.06. The delineator panel shall be rectangles measuring 9" x 3".

606.03 Posts

The following paragraphs are added:

The top of delineator posts shall be installed 4' - 6" (54") above edge of pavement elevation. Delineators shall be installed four feet from edge of pavement except those delineating end treatments, culverts and electrical items.

Mile marker posts shall be mounted on breakaway supports. The bottom of the sign shall be 5' - 0" (60") above the pavement at the solid white line and shall be offset five feet from the edge of pavement.

A mock-up of the guardrail delineator posts shall be submitted to the Resident for approval prior to installation.

Any materials damaged by the Contractor's operations shall be replaced at no additional cost to the Authority.

Top of the delineator panel shall be flush with the top of post.

606.08 Method of Measurement

The following paragraphs are added:

Delineator Posts shall be measured by each unit satisfactorily installed. Delineator Post-Removed and Reset will be measured by each unit satisfactorily removed and reset. Delineator Posts Removed and Stacked will be measured by each unit satisfactorily removed and stacked.

Mile Marker post shall be measured for payment as Delineator Post. The breakaway supports shall be incidental to the Underdrain Delineator Post pay item.

606.09 Basis of Payment

The following sentences are added:

The accepted quantity of Delineator Posts will be paid for under the Underdrain Delineator Post item, at the Contract unit price per each which price shall be full compensation for the post and specified delineator or mile marker panel, complete in place.

The accepted quantity of Delineator Post - Removed and Reset will be paid for at the Contract unit price each, which price shall be full compensation for removing and resetting the delineator panel or mile marker panel and post and all incidentals necessary to complete the work.

The accepted quantity of Delineator Posts Removed and Stacked will be paid for at the Contract unit price each, which price shall be full compensation for removing and stacking delineator panel or mile marker panel and posts and all incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
606.3561	Delineator Post - Remove and Reset	Each
606.3562	Delineator Post - Remove and Stack	Each

SPECIAL PROVISION

SECTION 606

GUARDRAIL

(Guardrail – Flared Terminal – 31” W-Beam Guardrail)

606.01 Description

The following sentences are added:

This work shall consist of furnishing and installing a FLEAT (Flared Energy Absorbing Terminal) for use with the 31” W-Beam Guardrail – Mid-way Splice (7’ Steel Posts, 8” Offset Blocks, Single Faced) as manufactured by Road Systems, Inc., 1507 East 4th Street, Big Spring, Texas 79720, (915) 263-2435, and retroreflective adhesive sheeting in accordance with these Specifications and the manufacturer’s installation instructions, and in reasonably close conformity with the lines and grades as shown on the Plans or as approved by the Resident.

606.02 Materials

The following sentence is added:

Guardrail – Flared Terminal – 31” W-Beam Guardrail components shall be comprised of those shown in the manufacturers installation instructions. 8” blocks shall be used.

Reflective sheeting shall meet the requirements of Subsection 719.01, Reflective Sheeting – minimum ASTM Type XI; 3M™ Diamond Grade™ DG³ Reflective Sheeting Series 4000 or approved equal, color WHITE.

The contractor shall request for the impact face object marker, black chevron on yellow background, to be included in the shipped materials when installation is on the left side of roadway.

The following Subsections are added:

606.03 Posts

Wood offset blocks shall be toe-nailed in two locations to the wood post to prevent the blocks from moving.

606.035 Construction Requirements

The Contractor shall submit a set of installation drawings to the Resident for approval. The system shall be installed in accordance with the manufacturer’s recommendation and the installation drawings.

A reflective adhesive sheeting shall be applied to the nose of the FLEAT System after installation. The existing sheeting shall be replaced on FLEAT systems to be removed, modified, and reset. Color – WHITE.

606.041 Reflective Sheeting

The color for the reflective sheeting shall be silver (WHITE) when installed on the outside shoulder and shall be black chevron on yellow background only when installed on the inside shoulder.

606.08 Method of Measurement

The second paragraph is amended by the addition of: “Guardrail – Flared Terminal – 31” W-Beam Guardrail, ” after the words “Terminal section, ”.

Guardrail – Flared Terminal – 31” W-Beam Guardrail will be measured by each unit satisfactorily complete in place and accepted.

606.09 Basis of Payment

The first paragraph is amended by the addition of: “Guardrail – Flared Terminal – 31” W-Beam Guardrail, ” after the words “Terminal section, ”.

The second paragraph is amended by the addition of: “, Guardrail – Flared Terminal – 31” W-Beam Guardrail, and ” after the words “NCHRP 350 end treatments ”.

The retroreflective sheeting will not be measured separately for payment, but shall be incidental to the Guardrail – Flared Terminal – 31” W-Beam Guardrail item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
606.791 Guardrail – Flared Terminal – 31” W-Beam Guardrail	Each

SPECIAL PROVISION

SECTION 606

GUARDRAIL

(Guardrail – Remove and Stack Existing Crash End)

(Guardrail – Remove and Reset Existing Crash End)

606.01 Description

The following paragraph is added:

This work shall consist of removing and stacking existing crash ends (MELT units), component parts and hardware, and removing, modifying and resetting existing crash ends at locations shown on the plans. Existing crash end components and materials shall be stockpiled at the Crosby Maintenance Area located at Mile Marker 45.8 Southbound.

This work consists of removing and resetting existing FLEAT 350 Terminals System as shown on the plans, backfilling post holes, and repairing pavements as required.

606.035 Construction Requirements

Existing post holes shall be backfilled with compacted gravel and finished with 3-inches of asphalt grindings. Post holes located in paved sections shall be backfilled with Hot Bituminous Pavement to a thickness matching the surrounding pavement thickness.

Any parts and/or components of existing FLEAT 350 Terminal that are found to be deficient, damaged, or otherwise in unsatisfactory condition prior to removal shall be replaced by the contractor with parts and components furnished by the Authority.

Any parts and/or components of existing FLEAT 350 Terminal that are damaged by the contractor during removal and resetting of the units shall be replaced with new parts and/or components at no cost to the Authority.

606.08 Method of Measurement

The following paragraph is added:

Guardrail Remove and Stack Existing Crash End will be measured on a per each basis of crash end satisfactorily removed and stacked.

Guardrail Remove and Reset Existing Crash End will be measured on a per each basis of crash end satisfactorily removed and reset.

606.09 Basis of Payment

The following paragraphs are added:

The accepted quantity of Guardrail Remove and Stack Existing Crash End will be paid for at the Contract unit price bid, which price shall be full compensation for removing, transporting and disposing all guardrail elements, component parts and hardware, backfilling post holes, equipment, labor and all incidentals necessary to complete the work.

Guardrail – Remove and Reset Existing Crash End will be paid for at the Contract unit price, complete in place and accepted. Payment shall be full compensation for furnishing all labor, equipment, materials and incidentals necessary to complete the work.

Connection of FLEAT 350 Systems to the existing median guardrail will not be paid for separately, but shall be incidental to Item 606.83.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
606.82	Guardrail – Remove and Stack Existing Crash End	Each
606.83	Guardrail – Remove and Reset Existing Crash End	Each

SPECIAL PROVISION

SECTION 610

STONE FILL, RIPRAP, STONE BLANKET AND STONE DITCH PROTECTION

(Temporary Stone Check Dams)

610.01 Description

Paragraph (g) is added as follows:

(g) Stone Check Dams – Machine placed stone, including the placement, removal and storage of the stone used for temporary stone check dams.

610.032.e. Stone Check Dams

The following paragraph is added:

Stone check dams shall be constructed in accordance with the details as shown on the Plans, detailed in the MaineDOT's latest Best Management Practices, or as approved by the Resident. The stone shall be placed in one operation without special handling or handwork except to create a low point along the top gradient above the ditch flow lines.

The following Subsection is added:

610.033 Removing Stone

The stone for temporary stone check dams shall be removed after vegetation has been established in the ditches as approved by the Resident.

Any damage to the slopes and ditches caused by the removal of the stone check dams shall be repaired by the Contractor at his own expense.

The area directly under the temporary stone check dams shall be loamed, seeded and mulched immediately after the removal of the stone check dams. The loam, seed and mulch will be measured for payment under the appropriate pay items.

Stone used for temporary stone check dams shall be removed and stored and shall become the property of the Contractor at the completion of the Project.

The following Subsection is added:

610.034 Maintenance

Stone check dams shall be maintained by the Contractor. Sediment deposits behind check dams shall be removed when the depth of sediment reaches 50 percent of the check dam height.

610.05 Method of Measurement

The following paragraphs are added:

Stone for Temporary Stone Check Dams will be measured by the cubic yard complete in place. The removal and storage of the stone will not be measured separately for payment, but shall be incidental to the Temporary Stone Check Dam item. This shall include the transporting and unloading of the stone. If this stone is reused on the Project, it will be measured separately for payment under the appropriate pay item.

The removal and disposal of sediment from behind the Temporary Stone Check Dams will not be measured separately for payment, but shall be incidental to the Temporary Stone Check Dam pay item.

610.06 Basis of Payment

The following sentences are added:

The accepted quantities of stone for Temporary Stone Check Dams will be paid for at the Contract unit price per cubic yard.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
610.181 Temporary Stone Check Dam	Cubic Yard

SPECIAL PROVISION

SECTION 613

EROSION CONTROL BLANKET

613.01 Description

This work shall also include seeding, mulching and watering the median swale and/or longitudinal flow line to the limits and width as shown on the Plans or as directed by the Resident.

613.02 Materials

The following sentences are added:

Seeding shall meet the requirements of Section 618, Seeding, Method Number 2.

Mulch shall meet the requirements of Section 619.

The following Subsection is added:

613.041 Maintenance and Acceptance

See Section 618.10 for maintenance and acceptance of seeding.

613.042 Mulch

All mulch shall be placed after the area has been seeded and prior to the installation of the Erosion Control Blanket.

613.09 Basis of Payment

The following "and mulch" is added after the words "initial seeding" in the second sentence.

SPECIAL PROVISION

SECTION 619

MULCH

(Mulch – Plan Quantity)
(Temporary Mulch)

619.01 Description

The first paragraph is modified by the addition of the following:

“as a temporary or permanent erosion control measure” after the word “mulch”.

Add the following sentence at the end of the first paragraph:

Refer to Section 656 Temporary Soil and Water Pollution Control, for more information on Temporary Mulch.

619.03 General

The first paragraph is deleted and replaced with the following:

Cellulose fiber mulch shall not be used within 200 feet of a wetland or stream. The limits shall be 200 feet up station and down station of the wetland or streams as well as the slopes adjacent to the stream. The application of hay or straw mulch with an approved binder shall be used at these locations to prevent erosion.

The use of cellulose fiber mulch will only be allowed at other areas with the approval of the Resident. The Contractor may be required to demonstrate that the material may be applied in a manner that will prevent erosion and will aid in the establishment of permanent vegetation. The Resident reserves the right to require the use of hay or straw mulch at all locations if he determines that the cellulose mulch is ineffective. Cellulose fiber mulch is not acceptable for winter stabilization.

619.06 Method of Measurement

The following sentence is added:

Temporary Mulch will be paid for by the lump sum.

619.10 Basis of Payment

Temporary Mulch will be paid for at the Contract price per lump sum which shall be full compensation for furnishing and spreading the Temporary Mulch as many times as necessary as determined by the Contractor’s operations and staging. The price shall also include the additional mulch netting and snow removal necessary during the winter months.

Payment will be made under:

Pay Item

Pay Unit

619.1201 Mulch – Plan Quantity
619.1202 Temporary Mulch

Unit
Lump Sum

SPECIAL PROVISION

SECTION 626

FOUNDATIONS, CONDUIT, AND JUNCTION BOXES
FOR HIGHWAY SIGNING, LIGHTING AND SIGNALS

(Quazite Junction Box (36x24))
(Quazite Junction Box (18x11))

626.02 General

The following paragraph is added:

Junction boxes for the electrical and communication conduit associated with the toll equipment and intelligent transportations systems shall be polymer concrete as manufactured by QUAZITE® a division of Hubbell Power Systems. The boxes shall be 36” x 24” and 21” deep. The words ELECTRICAL or COMMUNICATION shall be stamped on the cover as noted in the Plans or directed by the Resident. The boxes shall have an 15,000 lb. load rating. All existing QUAZITE® Junction Boxes in useable condition shall be removed and relocated as directed by the Resident Engineer.

Junction boxes for the electrical associated with highway lighting shall be polymer concrete as manufactured by QUAZITE® a division of Hubbell Power Systems. The boxes shall be 18” x 11” and 18” deep. New boxes shall have the word LIGHTING stamped on the cover as noted in the Plans or directed by the Resident. The boxes shall have an 15,000 lb. load rating.

626.04 Method of Measurement

The following sentence is added: Quazite junction box shall be measured by each unit in place and accepted existing or new.

626.05 Basis of Payment

The words, “polymer concrete” shall be added after the words, “precast concrete” in the second sentence of the second paragraph.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
626.121	Quazite Junction Box (36X24)	Each
626.122	Quazite Junction Box (18X11)	Each

SPECIAL PROVISION

SECTION 627

PAVEMENT MARKINGS

(Temporary Painted Pavement Markings)

627.01 Description

The following paragraphs are added:

This work shall consist of furnishing and placing temporary painted pavement markings at locations shown on the Plans or as approved by the Resident.

Lines on the turnpike and ramps shall be six inches wide. Lines on local roads shall be four inches wide.

Temporary raised pavement markers will not be allowed as a substitute for temporary painted pavement marking lines unless approved by the Resident for use as a transition between the existing pavement markings and the temporary painted pavement marking lines. Temporary raised pavement markings may be used as a substitute for temporary painted pavement markings when the markings are immediately adjacent to a concrete barrier or guardrail such that the markings will not be subject to traffic. The temporary raised pavement markers will be measured for payment as temporary painted pavement markings when their use has been approved by the Resident.

Materials

This Subsection is deleted in its entirety and replaced with the following:

Pavement marking paint shall be 100 percent acrylic, low VOC, fast drying, white and yellow waterborne traffic paint.

The paint shall be formulated and processed specifically for service as a binder for beads, in such a manner as to produce maximum adhesion, refraction, and reflection. Any capillary action of the paint shall not be such as to cause complete coverage of the beads. The binder shall be 100 percent acrylic, as determined by infrared analysis according to ASTM D2621. VOC levels shall comply with ASTM D3960. Lead percentage shall comply with ASTM D3335. The paint shall be rated as non-combustible.

627.04 General

The third paragraph is deleted and replaced with the following:

Broken lines shall consist of alternate 10 foot painted line segments and 30 foot gaps.

Dotted white lines (DWL) shall consist of alternate three foot painted line segments and nine foot gaps.

SPECIAL PROVISION

SECTION 627

PAVEMENT MARKINGS

(Temporary 6 Inch Pavement Marking Tape)
(Temporary 6 Inch Black Pavement Marking Tape)

627.01 Description

The following sentence is added:

This work shall also consist of furnishing, placing, maintaining and removing temporary pavement marking tape at locations shown on the Plans or as directed by the Resident.

This work shall also consist of furnishing, placing, maintaining and removing temporary black pavement marking tape at locations shown on the Plans or as directed by the Resident. Temporary 6 Inch Black Pavement Marking Tape shall be used to cover conflicting existing pavement marking paint.

627.02 Materials

The following paragraph is added:

Temporary pavement marking tape shall be Stamark Wet Reflective Removable Pavement Marking Tape Series 710 as manufactured by 3M of St. Paul, Minnesota or an approved equal.

Temporary pavement marking tape shall be Stamark Removable Black Line Mask Tape Series 715 as manufactured by 3M of St. Paul, Minnesota or an approved equal.

627.04 General

The following paragraphs are added:

Work under this item shall be in accordance with the manufacturer's recommendations. A factory representative from 3M shall be present for the first application of all temporary pavement marking tape to insure proper application and product performance.

The pavement markings shall be applied mechanically to clean dry pavement as recommended by the manufacturer and approved by the Resident.

Temporary pavement markings shall consist of applying six inch solid white, six inch broken white, and six inch yellow reflectorized pavement marking tape for traffic maintenance during construction as shown on the Plans or as directed by the Resident.

Temporary pavement marking tape that loses reflectivity, becomes broken, dislodged or missing during the life of the Contract shall be replaced by the Contractor at no additional cost to

the Authority.

627.06 Application

The following paragraphs are added:

For application of the tape, when the pavement temperature is below 50°F, heat shall be applied to the pavement surface, if deemed necessary by the factory representative or as directed by the Resident, at no additional cost to the Authority. Proper primer for the temperatures shall be used as directed by the manufacture.

The pavement mark tape shall be rolled over with a vehicle once application is complete and then scored every 20 feet when placed in long runs to prevent full length unraveling.

627.08 Removing Lines and Markings

The following sentence is added:

Removal of temporary pavement marking tape shall be accomplished without the use of heat, solvents, grinding or sandblasting and in such a manner that no damage to the pavement results.

627.09 Method of Measurement

The following paragraph is added:

Temporary Pavement Markings - Tape will be measured for payment by the linear foot. The measurement of broken lines will not include the gaps.

627.10 Basis of Payment

The following paragraphs are added:

Payment for the Temporary Pavement Markings - Tape will be made at the Contract bid price per linear foot, which price shall include furnishing, installing, maintaining and removing the temporary tape and all materials, labor, equipment and incidentals necessary to accomplish the work. Replacement of Temporary Pavement Markings - Tape, as described above, will be incidental and no separate payment will be made.

Payment for the Temporary 6 Inch Black Pavement Marking Tape will be made at the Contract bid price per linear foot installed, which price shall include furnishing, installing, maintaining and removing the temporary tape and all materials, labor, equipment and incidentals necessary to accomplish the work. Replacement of 6 Inch Black Temporary Pavement Marking Tape, as described above, will be incidental and no separate payment will be made.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
627.73 Temporary 6 Inch Pavement Marking Tape	Linear Foot
627.731 Temporary 6 Inch Black Pavement Marking Tape	Linear Foot

SPECIAL PROVISION

SECTION 627

PAVEMENT MARKINGS

(Temporary Raised Pavement Markers)

627.01 Description

The following sentence is added:

This work shall consist of furnishing, placing and removing temporary raised pavement markers at locations as shown on the Plans or as directed by the Resident.

627.02 Materials

The second paragraph is deleted and replaced with the following:

The temporary raised pavement markers shall be white or yellow one way markers (Type Tom W-1, Y-1, Grade WZ) as distributed by Davidson Plastics Co. (DAPCO), Kent, WA, or an approved equal. Colors shall conform to 2009 MUTCD requirements.

627.04 General

The following sentences are added:

Temporary raised pavement markers shall be used to delineate travel lanes (BWLL) after placement of the surface course (HMA 12.5 mm).

Temporary raised pavement marker that lose reflectivity, becomes broken, dislodged or missing during the life of the Contract shall be replaced by the Contractor at no additional cost to the Authority.

The spacing and number of temporary pavement markers installed as edge lines shall be the same as shown for the BWLL on the Plans for Temporary Pavement Marking.

627.09 Method of Measurement

The following sentence is added:

Temporary Raised Pavement Markers will be measured by each unit, complete in place, maintained and accepted.

627.10 Basis of Payment

The following paragraphs are added:

The accepted quantity of Temporary Raised Pavement Markers white and/or yellow will be paid for at the Contract price each. This price shall include all labor and materials to furnish, install, maintain, and remove the markers.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
627.812 Temporary Raised Pavement Markers	Each

SPECIAL PROVISION

SECTION 627

PAVEMENT MARKINGS

(Pavement Marking Tape)
(Pavement Marking Tape – Dotted White Lane Line, 6-inch Width)

627.01 Description

The following sentence is added:

This work shall consist of furnishing and placing reflective pavement marking tape in conformity with the Plans, as specified herein and as directed by the Resident.

The pavement marking tape shall be installed at all locations.

627.02 Materials

The following sentence is added:

For the Broken White Lane Line (BWLL), Pavement Marking Tape shall be 3M Stamark™ High Performance Tape Series 380AW – High Performance pavement marking tape, color- white, six (6) inch width, as manufactured by 3M of St. Paul, Minnesota.

For the Dotted White Lane Line (DWLL), Pavement Marking Tape shall be 3M Stamark™ High Performance Tape Series 380I ES – High Performance pavement marking tape, color- white, six (6) inch wide and twelve (12) inch wide, as manufactured by 3M of St. Paul, Minnesota.

3M Traffic Safety Systems Division
Mr. Michael D. Allen
Tel: (401) 368-0438
Email: mdallen@mmm.com

627.04 General

The following paragraphs are added:

The tape shall be used as a supplemental broken white lane line. The tape shall be installed between the painted Broken White Lane Line (BWLL) spaced eighty (80) foot center to center as shown on the Plans. The length of the tape shall be three (3) feet.

The tape shall also be used to mark a Dotted White Lane Line (DWLL) and shall be installed on parallel deceleration and acceleration lanes at locations as noted in the Plans. On deceleration lanes, the tape shall be installed from the beginning of the full width deceleration lane and shall extend to the theoretical gore markings. On acceleration lanes, the DWLL shall extend from the theoretical gore markings to a point one-half of the total length of the acceleration lane (including the lane taper length). Layout data is noted on the Plans. Dotted White Lane Line tape shall be

three (3) foot in length and shall be spaced nine (9) feet apart. Spacing from the Solid White Lane Line (SWLL) or the Theoretical Gore Markings shall be nine (9) feet.

627.05 Preparation of Surface

The following paragraph is added:

The Contractor shall mill a groove in the pavement for each tape length to be placed (“in-and-out” pattern). Continuous grooving for installation of the tape shall not be allowed. The groove length shall be the required tape length plus 12 inches on both ends. Tape length spacing shall be as shown on the plans. The groove width for inlaid tape pavement marking shall be the pavement marking width plus 1 inch, with a tolerance of $\pm \frac{1}{4}$ inch. The groove shall have a uniform depth of 150 Mils (± 20 Mils). Groove position shall be a minimum of 2 inches from the edge of the pavement marking to the longitudinal pavement joint. The bottom of the groove shall have a smooth, flat finished surface. The use of gang stacked Diamond cutting blades is required for asphalt pavement surfaces. The spacers between blade cuts shall be such that there will be less than a 10 mil rise in

the finished groove between the blades.

Grooves shall be clean, dry and free of laitance, oil, dirt, grease, paint or other foreign contaminants. The Contractor shall prevent traffic from traversing the grooves, and re-clean grooves, as necessary, prior to application of the primer and pavement marking tape. Depth plates shall be provided by the contractor to assure that desired groove depth is achieved.

Reference is made to 3M Information Folder 5.18 Grooving Applications, May 2011, “Application Guidelines for Pavement Marking in Grooved Pavement Surfaces.”

627.09 Method of Measurements

The following paragraph is added:

The quantity of Pavement Marking Tape measured for payment will be the linear feet of tape in place and accepted. The measurement will not include the gaps.

627.10 Basis of Payment

The following paragraphs are added:

The accepted quantity of pavement marking tape will be paid for at the Contract unit price per linear foot which price shall include all material, pavement grooving, equipment, labor and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
627.94 Pavement Marking Tape	Linear Foot
627.941 Pavement Marking Tape – Dotted White Lane Line, 6-inch Width	Linear Foot

SPECIAL PROVISION

SECTION 627

PAVEMENT MARKINGS

(Recessed Pavement Marking Tape)

627.01 Description

The following sentence is added:

This work shall consist of furnishing and placing recessed, reflective pavement marking tape in conformity with the Plans, as specified herein and as directed by the Resident.

627.02 Materials

The following sentence is added:

Pavement Marking Tape for ramp lane reduction arrows shall be precut by the manufacturer, and shall be 3M Stamark Extended Season Tape Series 380IES– High Performance pavement marking tape, color- white, twelve (12) inch wide, as manufactured by 3M of St. Paul, Minnesota.

3M Traffic Safety Systems Division
Mr. Michael D. Allen
Tel: (401) 368-0438
Email: mdallen@mmm.com

627.04 General

The following sentences are added:

The recessed tape shall be installed as lane-reduction transition markings. The location of the markings is noted on the plans.

627.05 Preparation of Surface

The following paragraph is added:

The Contractor shall mill a rectangular groove in the pavement for each lane reduction arrow to be placed. The groove length or area shall be 18.75 feet. Tape lane reduction arrow spacing shall be as shown on the plans. The groove width for inlaid tape pavement marking shall be 6.25 feet. The groove shall have a uniform depth of 150 Mils (± 20 Mils).

The bottom of the groove shall have a smooth, flat finished surface. The use of gang stacked Diamond cutting blades is required for asphalt pavement surfaces. The spacers between blade cuts shall be such that there will be less than a 10 mil rise in the finished groove between the blades.

Grooves shall be clean, dry and free of laitance, oil, dirt, grease, paint or other foreign contaminants. The Contractor shall prevent traffic from traversing the grooves, and re-clean grooves, as necessary, prior to application of the primer and pavement marking tape. Depth plates shall be provided by the contractor to assure that desired groove depth is achieved.

Reference is made to 3M Information Folder 5.18 Grooving Applications, May 2011, “Application Guidelines for Pavement Marking in Grooved Pavement Surfaces.”

627.09 Method of Measurements

The following paragraphs are added:

The accepted quantity of Pavement Marking Line – Recessed Tape will be measured for payment by the linear foot in place and accepted. The measurement will not include the gaps.

The accepted quantity of Pavement Markings – Recessed Tape – Words and Arrows will be measured for payment by the square foot in place and accepted.

627.10 Basis of Payment

The following paragraphs are added:

The accepted quantity of Pavement Marking Line – Recessed Tape will be paid for at the Contract unit price per linear foot which price shall include all material, pavement grooving, equipment, labor and incidentals necessary to complete the work.

The accepted quantity of Pavement Markings – Recessed Tape - Words and Arrows will be paid for at the Contract unit price per square foot which price shall include all material, pavement grooving, equipment, labor and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
627.944 Pavement Markings – Recessed Tape – Words, Arrows and Stop Bars	Square Foot

SPECIAL PROVISION

SECTION 631

EQUIPMENT RENTAL

631.02 General

The following sentences are added:

Jackhammer - To be included under category of air tool.

Bucket truck - Approved one man, able to reach 30 feet high bucket truck with 10 feet lateral extension.

Scissor Lift - Hydraulic scissors lift with a minimum capacity of three workers.

631.08 Basis of Payment

The following paragraphs are added:

Such related costs such as use of hand tools, meal and room expenses, benefits, insurance, retirement, travel time, overtime, overhead and profit will not be measured separately for payment, but shall be incidental to the unit price for the bid item.

Note: For extra materials required for miscellaneous work the General Contractor shall be allowed 15 percent overhead and profit on the cost of materials and rental equipment (not covered by miscellaneous unit items). Rates for Subcontractor owned equipment required to perform miscellaneous work, not otherwise provided for in the Contract, shall be negotiated.

The General Contractor will be allowed 10 percent overhead and profit on the subcontractor's cost of materials, and subcontractors rented equipment (not covered by miscellaneous unit items). The General Contractor shall include his markup on the Subcontractor's labor in the pay items.

The labor hour bid items shall include labor and labor burdens, benefits, supervision, transportation, travel time and allowances, overnights, small tools and equipment, subcontractor overhead and profit, and General Contractor overhead and profit. Time will be measured from the start of work to the stoppage of work at the project site; less the time taken for lunch. No deduction of time will be taken for the standard morning "coffee break".

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
631.50	Jackhammer (air tool including operator)	Hour
631.51	Bucket truck	Hour
631.52	Scissor Lift	Hour
631.55	Plumber	Hour

SPECIAL PROVISIONSECTION 634HIGHWAY LIGHTING

(Remove and Stack Light Standard)
(Remove and Reset Light Standard)
(Conventional Light Standard with LED Fixture)
(Replacement LED Fixture, Installed)

634.01 Description

The following paragraph is added:

This work shall consist of removing existing light standards, luminaires, and any breakaway devices and resetting with all associated appurtenances and wiring system on to new concrete foundations. Some existing light standards, as noted on the Plans, will be removed and the Contractor shall stack them at the Authority's sign shop. New or reset existing light standards, LED luminaires, any breakaway devices and associated appurtenances, will be installed at the locations shown on the Plans. This work shall also include installing new light standards with new LED fixtures, all new associated appurtenances and wiring system at locations shown on the plans.

All existing damaged light standards removed and not reset by the Contractor shall be delivered and stacked at the Authority's Sign Shop along the Turnpike Northbound at MM 58. All non-LED luminaires will be property of the contractor.

All new light standards will be 35 feet tall and have a post top tenon with bracket arm as detailed in the plans. All existing light standards to be removed and reset shall have the existing bracket arms replaced with the post top tenon with bracket arm.

Existing lighting is intended to remain operational until new luminaires are installed and operational. Existing luminaires, conduit and lighting standards shall be protected until approved by the Resident to be removed. Any temporary lighting that may be needed during removing and resetting of existing light standards or during the maintenance of traffic shall be paid for under Item 652.39 Portable Light Tower.

The work shall also consist of furnishing and installing disconnect fuse kits, matched to the pole wiring configuration, in the pole base of light standards without a disconnect fuse kit, or with a damaged disconnect fuse kit.

The work shall also consist of furnishing and installing new wires, matched to the pole wiring configuration, from the (existing or new) disconnect fuse kit to the (new) LED fixture, at all locations shown on the Plans; and at any other locations where the existing wires at the luminaire are brittle and/ or there is insufficient slack in the wires to cut out the brittle wires and properly connect the new LED fixture.

The work shall also consist of furnishing and installing a ground wire from the (new) luminaire to either the existing grounding circuit, a pole base anchor bolt, or a to be provided local ground rod on all poles that do not have a ground wire from the luminaire to the pole base.

634.02 General

The following paragraphs are added:

All Contract work shall be overseen by a Maine licensed Master Electrician. The lead person for the field installations shall be either a Maine licensed Master Electrician, or a Maine licensed Journeyman Electrician. Apprentice Electricians, Helper Electricians, Journeyman-In-Training Electricians, and helpers may work under the Master or Journeyman Electrician as permitted under the law.

The Contractor shall comply with National Electrical Code (NFPA 70) as applicable to construction and installation of electrical cable, wire and connectors; provide electrical cable, wire and connectors, which have been listed and labeled by Underwriters Laboratories, and comply with National Electrical Manufacturers Association/Insulated Power Cable Authorities Association Standards publications pertaining to materials, construction and testing wire cable, where applicable.

At a minimum, the Contractor shall provide the following field quality control:

- Prior to energizing, check wire for continuity of circuitry and for short circuits with ohmmeter type testing equipment. Correct malfunction when detected.
- Subsequent to wire hook-ups, energize circuitry and demonstrate functioning in accordance with requirements.

634.021 Materials

The following paragraphs are added:

Underground junction boxes shall be Quazite Junction Box (Item 626.122). Provide manufacturer's listed cover for each junction box with logo stating "LIGHTING".

Splices in junction boxes shall be made with ILSCO USPA-350-SS-DB Safetysub Watertight Direct Bury Splice Wire Range 350MCM-10-STR connectors for the appropriate wire count only. Splices in hand holes shall be Ideal SLK Disconnect Fuse Kit 30-S2212.

The Contractor may submit an alternate LED fixture for review and acceptance or rejection. Any alternative LED fixture will need to meet or exceed the performance and efficiency of the specified fixtures. Should the Authority not accept the Contractor's proposed substitution the Contractor shall provide the specified fixture at no additional cost to the Authority.

The Manufacturer shall provide a minimum 5-year warranty on all fixtures, installed and spares, from the Project Completion date.

Each luminaire shall be provided with a 3 pin NEMA receptacle, a photocell and a shorting cap. All "spare" photocells and shorting caps shall become property of the Authority.

All fixtures shall be submitted and approved before the fixtures are ordered. Submittals shall include Product Data sheets clearly identifying the product and accessories being proposed, Test Reports and Certifications, and Product Warranties.

Disconnect fuse kits in pole bases shall be Ideal SLK Disconnect Fuse Kit 30-S2212, or similar approved Ideal SLK Disconnect Fuse Kit, matched to the pole wiring configuration. All hot and neutral wires shall be fused. Ground wires shall not be fused.

The 120-277V Conventional Multi-Tap LED fixtures shall be one of the following:

- Model # ATB2-60BLEDE70-MVOLT-R3-NL, as manufactured from American Electric Lighting.
- GreenCobra LED Street Light Model # GC2-96G-MV-NW-3R-GY-FDC450, as manufactured from Leotek Electronics USA LLC, 1955 Lundy Avenue, San Jose, CA 95131.
- Philips Roadfocus LED Cohahead - Large Model # RFL-135W80LED4K-G2-RM2-UNV-API-PH8, as manufactured by Philips Lighting North America Corporation, 200 Franklin Square Drive, Somerset, NJ 08873.
- The fixtures shall be furnished with a NEMA label. The fixtures shall be furnished in the manufacturer's standard color temperature. No substitute 120-277V Conventional Multi-Tap LED fixtures will be considered. No substitute 120-277V Conventional Multi-Tap LED fixtures will be considered.

634.04 Cable Installation

The reset light standards shall be wired with new wiring and shall be included in the payment of remove and reset light standard.

634.051 Removing Light Standards

The first paragraph is deleted and replaced with the following:

Before removing light standards, the luminaires shall be removed from the light standard and stacked.

The second paragraph is deleted and replaced with the following:

Care shall be exercised in removing, transporting and stacking the light standards and luminaires. The Contractor will be required to replace, at his own expense, all equipment damaged or destroyed by his operation.

At a minimum, existing light levels shall be maintained while new light standards are being installed and made fully operational. The Contractor will not be allowed to remove the existing light standards until all new foundations, wiring, conduits and junction boxes have been installed unless temporary lighting is provided at the contractor's expense. Breakaway devices shall be required on all light standards. If breakaway devices do not exist on the existing light standard,

new breakaway devices shall be supplied and installed. The Contractor will be allowed one (1) working day to remove and reset the light standards, including replacing luminaires and testing.

634.06 Luminaires

The second paragraph is revised to read:

The connections between the luminaires and connector kits shall be made with number 10 wires AWG copper stranded XHHW, minimum size. A 14 inch long Teflon sleeve shall be placed over each end of each conductor in the luminaire.

634.092 Method of Measurement

The following sentence is added:

Remove and Reset Light Standard, Remove Light Standard, Conventional Light Standard with LED Fixture and Conventional Light Standard with Reset LED Fixture will be measured by the single unit each, complete in place and accepted.

Basis of Payment

In the second sentence of the first paragraph, the words, “LED fixture, pole wiring” shall be added after the words, “bracket arm”.

The following paragraphs are added:

Payment for Remove and Stack Light Standard will be made for the accepted quantity at the Contract unit price each, which shall include removing the light standard and transporting to MTA’s Sign Shop at Mile 58 NB, as well as removing and disposing of all foundation as per plans and specifications. Payment for the removal of the foundations will be made under item 626.36 - Remove or Modify Concrete Foundation.

The accepted quantity of Remove and Reset Light Standard will be paid at the Contract unit price each for the number of units that are removed and reset. Payment shall be full compensation for the removal and resetting of the light standard, removing, stacking and reinstallation of LED luminaries, replacing the existing bracket arm, transporting and installing the replacement light pole, resetting the breakaway device or installing a new breakaway device, new pole wiring to the new LED fixture and all incidentals necessary to complete the work.

Payment for furnishing and installing Conventional Light Standard with LED Fixture and Conventional Light Standard with Reset LED Fixture will be made for the accepted quantity at the Contract unit price each, which shall include installing the new or reset LED fixture, ballast, lamp and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
634.051 Remove and Stack Light Standard	Each

634.175	Replacement LED Fixture, Installed	Each
634.208	Remove and Reset Light Standard	Each
634.231	Conventional Light Standard with LED Fixture	Each

SPECIAL PROVISION

SECTION 645

HIGHWAY SIGNING

(Remove and Stack Sign)

(Remove and Reset Sign)

645.07 Demounting and Reinstalling Existing Signs and Poles

The following paragraphs are added:

At locations noted on the Plans, existing ground-mounted signs are designated to be removed and reset. This work shall consist of removing the sign panels, removing and resetting or disposing of the existing steel post and resetting the sign panels on a new steel post if required in the appropriate specified location. The Resident will determine if a new steel post is required.

At locations as shown on the Plans, existing ground-mounted signs are designated to be removed and stacked. This work shall consist of removing and stacking existing sign panels and posts at the Authority's Sign Shop along the Turnpike Northbound at MM 58 and the excavations shall be backfilled and ground restored to the satisfaction of the Resident.

Any existing signs not shown on the Plans are to remain in their existing condition unless directed otherwise by the Resident.

645.08 Method of Measurement

The following sentences are added:

Removing and Resetting existing ground-mounted signs shall be measured as complete units each, removed, reset and accepted.

Removing and stacking existing signs shall be measured as complete units each removed and stacked.

645.09 Basis of Payment

The following paragraphs are added:

The accepted signs removed and stacked shall be paid for at the Contract unit price each as specified. Such price shall include removing and stacking sign panels and supports at the location specified.

The accepted signs Removed and Reset will be paid for at the Contract unit price each as specified. Such price will include removing and resetting sign panels, removing and resetting or disposing existing wood post and resetting the sign panels on the existing or new wood post and new hardware as required to complete the sign installation. Any signs or supports damaged by the

Contractor shall be replaced by him with new signs or supports conforming to the applicable Specifications at no additional cost to the Authority.
Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
645.105	Remove and Stack Sign	Each
645.109	Remove and Reset Sign	Each

SPECIAL PROVISION

SECTION 645

HIGHWAY SIGNING

(Remove and Reset Mainline Sign)

645.1 Description

The following paragraphs are added:

This work shall consist of removing and resetting the existing highway guide signs as shown on the Plans. The work includes a combination of the following: removal, resetting, modifying, furnishing, and disposal of concrete foundations, steel posts, wood posts, and breakaway foundations. Existing materials from the existing sign installation may be reused to reset the existing sign or another sign.

The signs shall remain visible to turnpike drivers at all times unless other provisions have been approved.

645.2 General

The following sentences are added:

New concrete foundations shall conform to the requirements of Section 626 and shall be in conformance with the Maine Department of Transportation Standard Details.

Breakaway devices shall be B525 or B650 as manufactured by Transpo Industries, Inc. (www.transpo.com).

645.05 Signs

The following paragraphs are added:

The removal and resetting of the mainline signs shall be completed in accordance with the details as shown on the Plans. The Contractor shall keep all signs visible to turnpike drivers except for the period of time necessary to actually complete the relocation. The sign panel shall not be removed and relocated until after the proposed sign support system (foundation and posts) have been installed in the final location. One (1) working day is allowed for the sign relocation.

The Contractor may elect to utilize all new materials or reuse materials from other sign locations that have previously been reset. The cutting of structural steel post shall be accomplished by mechanical means. The use of burning to cut shall not be allowed. One single connection will be allowed to extend a post to the required length. A full penetration weld or a bolted splice shall be required for the connection. The Contractor shall submit his proposed connection method to the Resident for approval. Any damaged area shall be repaired with two coats of zinc-rich chromium paint. Material removed from an existing sign location and not reused at a proposed sign location shall become the property of the Contractor.

All signs posts on breakaway foundations shall be installed in accordance with the Specifications for breakaway devices. Multipost signs shall be constructed with the required splice as in accordance with the Plans.

645.8 Method of Measurement

The following sentence is added:

Remove and Reset Mainline Sign shall be measured for payment as one lump sum for each pay item number as shown on the Plans.

645.9 Basis of Payment

The payment for Remove and Reset Mainline Sign shall be at the Contract lump sum price for each sign number. This payment shall be full compensation for furnishing all new materials, removing, modifying resetting existing material and signs, and all labor and equipment necessary to complete the installation in accordance with the details as shown on the Plans. This may include furnishing and installing new materials such as structural steel, concrete foundations, and single and multipole breakaway devices. Compensation for the excavation and backfill for the concrete foundation, as well as removal of the concrete foundation, shall be included in this item.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
645.501	Remove and Reset Mainline Sign No. 1	Lump Sum
645.502	Remove and Reset Mainline Sign No. 2	Lump Sum

SPECIAL PROVISION

SECTION 652

MAINTENANCE OF TRAFFIC

(Portable Light Tower)

652.1 Description

The following sentence is added to the second paragraph:

Traffic control devices shall also include portable light towers.

652.1.1 General

Portable light towers shall be used, when approved by the Resident, to illuminate areas where existing highway lighting has been removed until new or reset highway lighting is installed and operational.

652.7 Method of Measurement

This subsection is amended by the addition of the following to the first paragraph:

Only Portable Light Towers installed with prior approval of the Resident shall be measured for payment. Each Light Tower will only be measured for payment once, regardless of the number of times or locations used. Light Towers utilized for the Contractor’s operations will not be paid for.

652.8.2 Basis of Payment

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
652.39 Portable Light Tower	Each

SPECIAL PROVISIONSECTION 652MAINTENANCE OF TRAFFIC

(Automated Trailer Mounted Speed Limit Sign)

652.1 Description

This special provision provides for furnishing, operating, and maintaining an Automated Trailer Mounted Radar Speed Limit Sign for project use. The Contractor shall furnish, operate, and maintain the Automated Trailer Mounted Radar Speed Limit Signs during the project operations.

652.1.1 Instruction and maintenance manuals shall be provided.

652.2 MaterialsAutomated Trailer Mounted Speed Limit Sign

Trailer mounted speed limit signs shall be self-contained units including sign assembly, flashing lights, directional radar to measure speed limits, a regulatory speed limit sign, a construction sign stating “Work Zone Speed Limit When Flashing” and power supply specifically constructed to operate as a trailer-mounted sign. The preferred color of the unit shall be “construction orange”.

Signs

Base material for the regulatory speed limit signs shall be weather proof, rigid substrate specifically manufactured for highway signing and meet the retro-reflective sheeting application requirements of the sheeting manufacturer.

Sign text shall consist of the letters, digits and symbols either applied by stick-on or silk screen, to conform to the dimensions and designs indicated in the Contract, MUTCD and/or FHWA Standard Highway Signs. The materials and methods shall be in accordance with standard commercial processes.

The regulatory sign should have changeable speed limit numbers.

“Work Zone” construction signs shall be mounted on the trailer unit above and below the regulatory speed limit sign. (see Appendix A). The “When Flashing” construction sign shall be added to the trailer.

Signs and secondary signs shall follow the MUTCD for minimum mounting heights.

Power supply

The power supply shall be either full battery power with solar panel charging (capable of maintaining a charged battery level) and 135 ampere, 12 volt deep cycle batteries, or diesel powered generator with a fuel capacity sufficient for 10 hours of continuous operation.

Flashing Lights

Each unit shall be equipped with two mono-directional flashing lights, placed in accordance with the MUTCD, with amber lenses and reflectors, which are visible through a range of 120 degrees when viewed facing the sign. The lights, either strobe, halogen, or incandescent lamps, shall be visible for a minimum distance of one mile under daylight conditions and shall have a minimum flash rate of 40 flashes per minute. An "On" indicator light shall be mounted on the back of the signs, which is visible for at least 500 feet to provide confirmation that the flashing lights are operating.

Radar

The directional radar shall monitor approaching traffic only. The radar shall be capable of measuring speeds from 5 to 70 MPH at a distance of up to 1500 feet and shall have a high speed cut off threshold.

CONSTRUCTION REQUIREMENTS652.3.2 Responsibility of the Contractor

The Contractor shall furnish the Automated Trailer Mounted Speed Limit Sign as described in this Special Provision for this project.

All existing speed limit signs, which conflict with the construction zone trailer mounted speed limit signs shall be covered completely during the operation of the flashing lights. These signs shall be immediately uncovered when the use of the flashing lights is discontinued.

Automated Trailer Mounted Speed Limit Signs shall be used only during the Contractor's actual work hours, unless specifically authorized by the Engineer.

The Resident will record the actual time and location for the signs on a daily basis when the Automated Trailer Mounted Speed Limit Signs are in use.

Automated Trailer Mounted Speed Limit Signs shall be located as shown on the plans.

Automated Trailer Mounted Speed Limit Signs shall be delineated with retro-reflective temporary traffic control devices while in use and shall also be delineated by affixing a retro-reflective material directly on the trailer.

Upon delivery of the Automated Trailer Mounted Speed Limit Sign and before acceptance by the Authority, the Contractor shall have a representative of the manufacturer review the condition and notify the Resident in writing, of all deficiencies noted.

The Contractor shall arrange to have all necessary repairs performed at no cost to the Authority.

To avoid impairing driver vision, the Contractor shall dim the lighted speed limit readings by 50 percent during nighttime use, and restore full power lighting during daytime operation.

652.7 Method of Measurement

Automated Trailer Mounted Speed Limit Sign shall be measured for payment by the calendar day for each calendar day that the unit is used on a travel lane or shoulder on the project, as approved by the Resident, and shall include the Trailer, Radar Speed Limit Sign, flashing beacon amber lights, regulatory speed limit sign, “Work Zone Speed Limit When Flashing” construction sign, fuel, necessary maintenance, and all checking of Radar Speed Limit Signs by manufacturer. Also included are all project moves including the transporting and delivery of the unit.

652.8 Basis of Payment

The Automated Trailer Mounted Speed Limit Sign(s) will be paid for at the Contract unit price per calendar day. This price shall include all costs associated with the use of the Automated Trailer Mounted Speed Limit Sign.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
652.451 Automated Trailer Mounted Speed Limit Sign	Calendar Day

SPECIAL PROVISION

SECTION 652

MAINTENANCE OF TRAFFIC

(Temporary Portable Rumble Strips)

652.01 Description

This work consists of furnishing and placing temporary portable rumble strips RoadQuake 2F TPRS or an approved equal.

652.02 Materials

Furnish a temporary portable rumble strip system, which includes a method to transport and move these to on-site locations where they will be used. The Contractor shall submit for approval, literature and all necessary certifications to the Maine Turnpike prior to procurement of the product.

652.03 General

Placement:

Provide rumble strips where the plans show or as directed by the Resident as follows:

Prior to placing rumble strips, clean the roadway of sand and other materials, that may cause slippage.

Place one end of the rumble strips 6 inches from the roadway centerline. Extend the strips perpendicular to the direction of travel. Ensure strips lay flat on the roadway surface.

Only one series of rumble strips, placed before the first work zone, is required per direction, of travel for multiple work zones spaced 1 mile or less apart. Work zones spaced greater than 1 mile apart require a separate series of rumble strips. Each lane shall use one group of temporary rumble strips.

Bracketed "Rumble Strip Ahead" signs shall be utilized and will be paid for under the respective construction sign pay items.

Maintenance:

Maintain rumble strips as follows:

If rumble strips slide, become out of alignment, or are no longer in the wheel path of approaching vehicles during the work period, thoroughly clean both sides of the rumble strips and reset on a clean roadway.

Repair or replace damaged rumble strips immediately.

652.04 Method of Measurement

The accepted quantity of temporary portable rumble strips shall be measured by the unit complete in place, per lane closure application. A unit shall consist of 1 group of 3 full-lane width of rumble strips. As shown in the plans, a maximum of 3 units may be used at each lane closure. A unit shall be measured for each group of rumble strips, each time they are used for a lane closure.

652.05 Basis of Payment

The accepted quantity of temporary portable rumble strips will be paid for at the contract unit price per group which shall include the transport device. Payment is full compensation for providing, relocating, maintaining or replacing, and removing temporary portable rumble strips.

If the pay item is not included in the contract quantities, then the Authority does not anticipate the use of this item on the contract. If contractor wishes to utilize temporary portable rumble strips and the item is not in the contract, then the contractor may propose use of them to the Authority for consideration.

<u>Pay Item</u>	<u>Pay Unit</u>
652.46 Temporary Portable Rumble Strip	Unit

SPECIAL PROVISIONSECTION 652MAINTENANCE OF TRAFFIC

(Specific Project Maintenance of Traffic Requirements)

This Specification describes the specific project maintenance of traffic requirements for this Project.

Work directly over traffic or within six feet of a travel lane as measured from the painted pavement marking line or traffic control device will require a lane closure.

The following minimum traffic requirements shall be maintained. These requirements may be adjusted based on the traffic volume when authorized by the Authority.

Maine Turnpike and Exit 44 Southbound On Ramp Traffic Control Requirements

This Section outlines the minimum requirements that shall be maintained for work on, over, or adjacent to the Maine Turnpike roadway. Operations are allowed as outlined below:

Temporary Lane Closure	8:00 p.m. to 6:00 a.m. next day Sunday through Friday
Temporary Mainline Shoulder Closures	8:00 p.m. to 6:00 a.m. next day Sunday through Friday
Equipment Moves	8:00 p.m. to 6:00 a.m. next day Sunday through Friday

Permanent ramp lane closure is excluded from the temporary lane and shoulder restrictions noted in table above.

Maine Turnpike Mainline Traffic Shift

Prior to shifting traffic toward the median shoulder contractor shall make necessary berm corrections for the median shoulder.

SPECIAL PROVISIONSECTION 719SIGNING MATERIALSection 719.01 Reflective Sheeting

This Subsection is deleted in its entirety and replaced with the following:

Retroreflective sheeting for signs shall meet at a minimum the requirements for, ASTM 4956 – Type VII, Type VIII or Type IX, for all signs. All Type 1 Guide Signs shall meet at a minimum the requirements for ASTM 4956 –Type XI sheeting. Use of overlay film that degrades the retroreflectivity of the sign sheeting (i.e. Avery-Dennison overlay film) will be prohibited.

Reflective sheeting, used in sign construction, shall have been manufactured within the six months immediately prior to the fabrication of each sign. Upon delivery at the job site of each shipment of signs, a letter of certification shall be provided that the reflective sheeting conforms to the requirements.

Signs may only be covered using materials and techniques explicitly approved by the sheeting manufacturer for that purpose and shall not alter the sign sheeting warranty.

- For Type 1 Guide Signs, all reflective sheeting shall be color matched on each sign unit.
- All warning signs shall be fluorescent yellow except for Ramp Advisory Speed signs which shall be yellow.
- All Construction Series signs that use orange backgrounds shall be fluorescent orange.
- All Pedestrian Signs shall be fluorescent yellow-green.
- EZ-PASS Purple shall conform to the FHWA Purple color block.

719.02 Demountable High Intensity Reflectorized Letters, Numerals, Symbols, and Borders

This Subsection, including the title, is deleted in its entirety and replaced with the following:

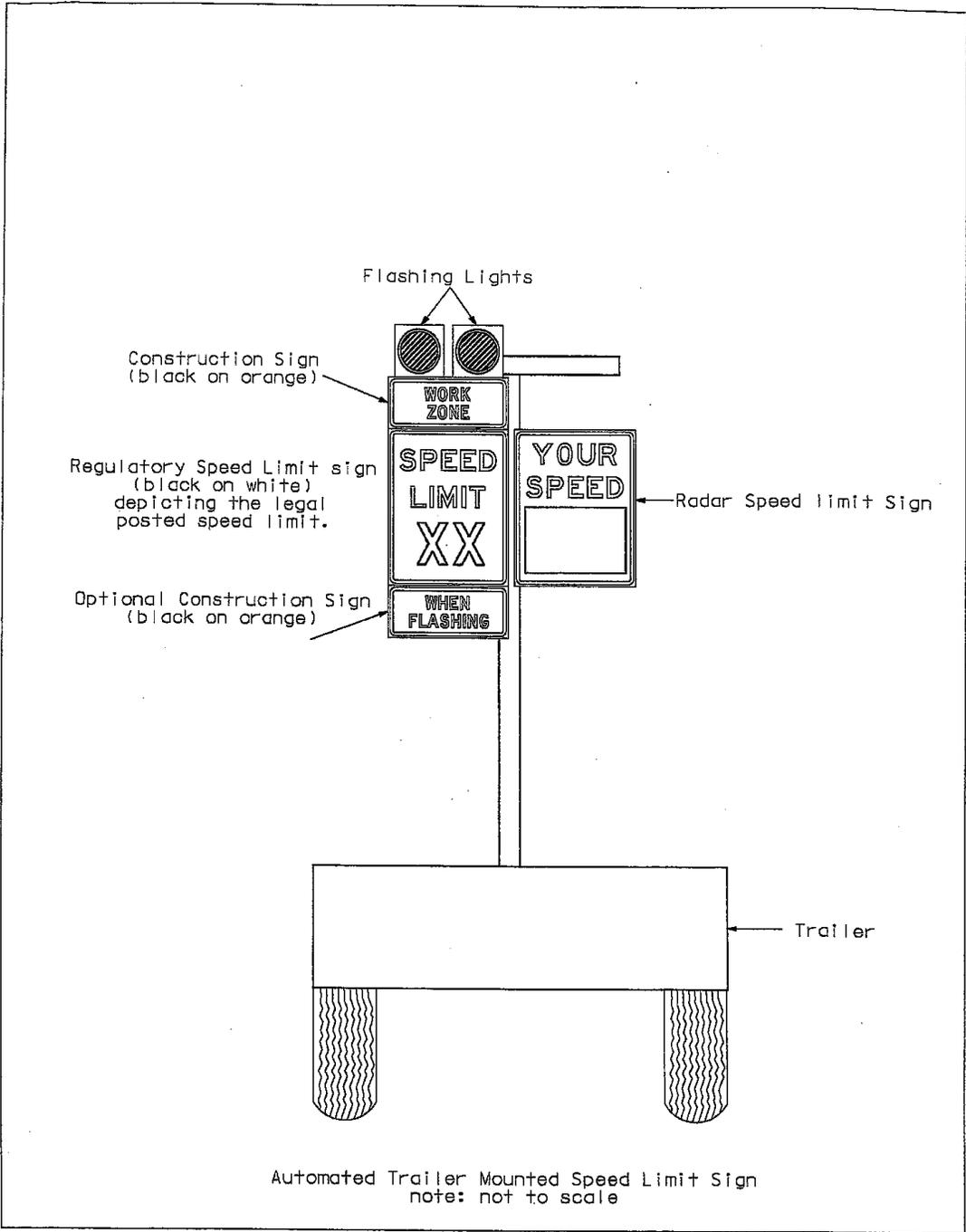
719.02 Direct Applied Reflectorized Letters, Numerals, Symbols, and Borders

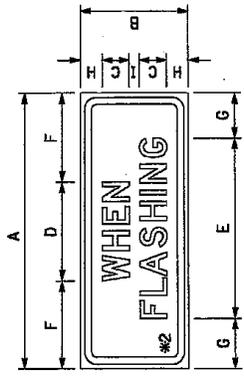
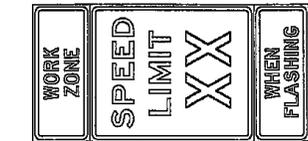
Direct applied letters, numerals, symbols and borders shall consist of cut out sheeting and shall meet at a minimum the requirements for ASTM 4956 – Type VII, Type VIII or Type IX sheeting.

All Type 1 Guide Signs shall meet at a minimum the requirements for ASTM 4956 – Type XI sheeting.

Appendix A

Automated Trailer Mounted Speed Limit Sign

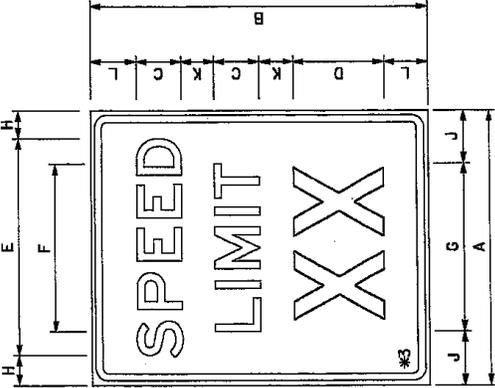
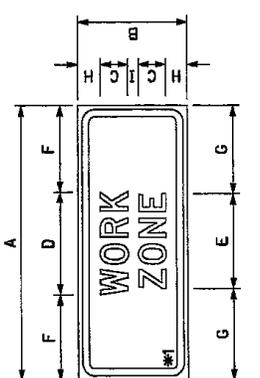




#1 - 1.25" BORDER, 0.75" INDENT, BLACK ON ORANGE; BB GRADE PLYWOOD SIGN
 #2 - 1.25" BORDER, 0.75" INDENT, BLACK ON WHITE; BB GRADE PLYWOOD SIGN
 #3 - 1.25" BORDER, 0.75" INDENT, BLACK ON WHITE; BB GRADE PLYWOOD SIGN

DIMENSIONS (Inches)/LETTER FONTS

	A	B	C	D	E	F	G	H	I	J	K	L
#1	48	20	5D	18 1/8	16 5/8	14 7/8	15 5/8	4	2	N/A	N/A	N/A
#2	48	20	5D	17 1/4	31 3/8	15 1/2	8 1/4	4	2	N/A	N/A	N/A
#3	48	60	8E	16E	38 1/4	29 1/4	29 1/2	4 7/8	9 3/8	9 1/4	8	6



CONSTRUCTION SIGN/REGULATORY SIGNS

TRAILER MOUNTED CONSTRUCTION ZONE
 SPEED LIMIT SIGN

Appendix B

Maine Department of Environmental Protection (DEP) Natural
Resources Protection Act Permit by Rule

Section 11 – State Transportation Facilities Permit by Rule

DEPARTMENT OF ENVIRONMENTAL PROTECTION
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

APPLICANT INFORMATION (Owner)		AGENT INFORMATION (If Applying on Behalf of Owner)	
Name:	Sara Zografos, Maine Turnpike Authority	Name:	Bryan Emerson, Stantec
Mailing Address:	2360 Congress Street	Mailing Address:	30 Park Drive
Town:	Portland	Town:	Topsham
State and Zip Code:	Maine, 04102	State and Zip Code:	Maine, 04086
Daytime Phone #:	207-482-8111	Daytime Phone #:	2017-406-5462
Email Address:	szografos@maineturnpike.com	Email Address:	bryan.emerson@stantec.com

PROJECT INFORMATION							
Part of a larger project? (check one):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	After the Fact? (check one):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Project involves work below mean low water? (check one):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of waterbody:	Unnamed wetlands
Project Town:	Scarborough		Project Location (Address):	Exit 44, Maine Turnpike		Map & Lot Number:	R0371295
Brief Project Description:	Improvements to Exit 44 Southbound on-ramp to I-95.						
Brief Directions to Site:	I-295 South to I-95. Project is on the right as lanes merge with I-95.						

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

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

NOTE: Municipal permits may also be required. Contact your local code enforcement office for more information. Federal permits may be required for stream crossings and for projects involving wetland fill. Contact the Army Corps of Engineers at the Maine Project Office for more information.

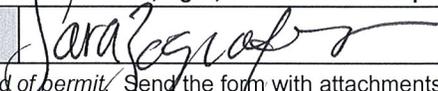
NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS

- **Attach** all required submissions for the PBR Section(s) checked above. The required submissions for each PBR Section are outlined in Chapter 305 and may differ depending on the Section you are submitting under.
- **Attach** a check for the correct fee made 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 location map that clearly identifies the site (U.S.G.S. topo map, Maine Atlas & Gazetteer, or similar).
- **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.

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 PBR becomes effective 14 calendar days after receipt by the Department *unless the Department approves or denies the PBR prior to that date.*

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:		Date:	10.23.17
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Keep a copy as a record of permit. Send the form with attachments via certified mail or hand deliver to the Maine Dept. of Environmental Protection at the appropriate regional office listed below. The DEP will send a copy to the Town Office as evidence of the DEP's receipt of notification. No further authorization by DEP will be issued after receipt of notice. Permits are valid for two years. **Work carried out in violation of any standard is subject to enforcement action.**

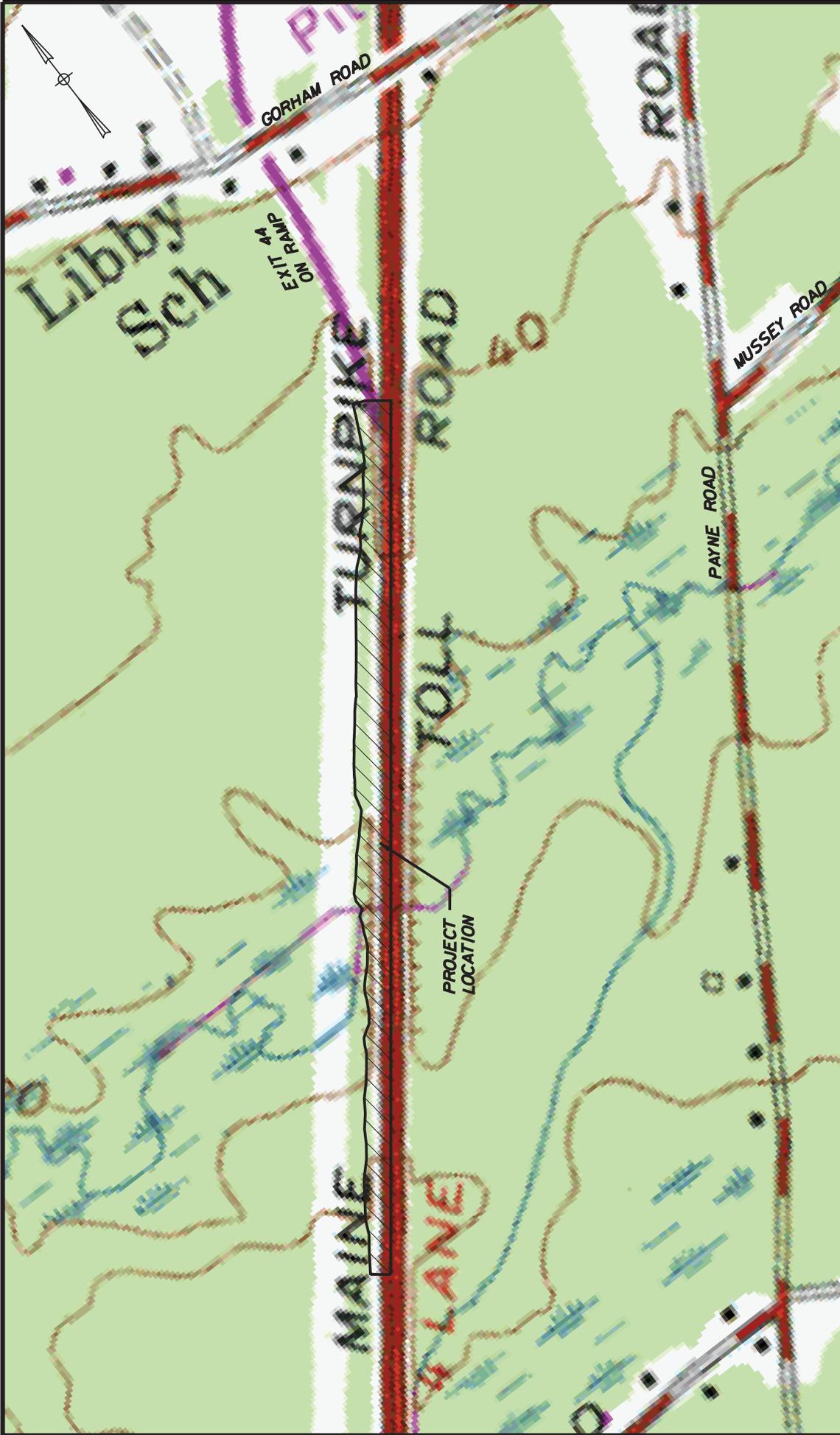
AUGUSTA DEP
17 STATE HOUSE STATION
AUGUSTA, ME 04333-0017
(207)287-7688

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

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

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

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



Scale: 1/50 0 150 300
 Scale of Feet

Designed by: _____
 Checked by: _____
 In Charge of: _____

CONTRACT: 00000.00
 SHEET NUMBER: GP-5
 1 OF XXXX

THE GOLD STAR
 MEMORIAL HIGHWAY

MAINE TURNPIKE

EXIT 44
 SOUTHBOUND ON RAMP IMPROVEMENTS
 PROJECT LOCATION

STANTEC CONSULTING SERVICES INC
 482 PAYNE ROAD
 SCARBOROUGH, ME 04074
 TEL (207) 887-3448
 FAX (207) 883-3376

No.	Revision	By	Date

Designed by: _____
 Checked by: _____
 In Charge of: _____

CONTRACT: 00000.00
 SHEET NUMBER: GP-5
 1 OF XXXX

Appendix C
US Army Corps of Engineers Maine
General Permit



Appendix B: Self-Verification Notification Form
(for all tidal and non-tidal projects in Maine subject to Corps jurisdiction)

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

At least two weeks before work commences, complete **all** fields (write "none" if applicable) below or use the fillable form at www.nae.usace.army.mil/missions/regulatory.aspx. Send this form, a location map, any project plans, and an Official Species List (See GC 8) to the address noted below; fax to (207) 623-8206; or email to jay.l.clement@usace.army.mil. The two-week lead time is not required for emergency situations (see page 4 for definition). Please call (207) 623-8367 with questions.

Maine Project Office
U.S. Army Corps of Engineers
New England District
675 Western Avenue #3
Manchester, Maine 04351

State Permit Number: PBR
Date of State Permit: _____
State Project Manager: _____

Permittee: Sara Zografos, Maine Turnpike Authority
Address, City, State & Zip: 2360 Congress Street, Portland, Maine 04102
Phone(s) and Email: 207-482-8111, szografos@maineturnpike.com

Contractor: _____
Address, City, State & Zip: _____
Phone(s) and Email: _____

Consultant/Engineer/Designer: Lauren Meek, Stantec
Address, City, State & Zip: 482 Payne Road, Scarborough, ME 04074
Phone(s) and Email: 207-887-3440, Lauren.Meek@stantec.com

Wetland/Vernal Pool Consultant: Bryan Emerson, Stantec
Address, City, State & Zip: 30 Park Drive, Topsham, ME 04086
Phone(s) and Email: 207-406-5462, bryan.emerson@stantec.com

Project Location/Description: Exit 44 Southbound On-ramp Improvements
Address, City, State & Zip: I-95 Exit 44 Southbound On-ramp
Latitude/Longitude Coordinates: 43.619493, -70.357622 Tax Map/Lot: R0371295

Waterway Name: Unnamed wetlands associated with Nonesuch River

Work Description: Improvements to Exit 44 southbound on-ramp including road widening, shoulder and ditch improvements, and addition of guardrail.
No trees will be removed.

Provide any prior Corps permit numbers: _____

Proposed Work Dates: Start: Spring 2018 Finish: Fall 2018

Area of wetland impact: 7,672 SF (leave blank if work involves structures & no fill in Navigable Waters)

Area of waterway impact: _____ SF (leave blank if work involves structures & no fill in Navigable Waters)

Area of compensatory mitigation provided: 0 SF

Work will be done under the following Appendix A categories (circle all that apply):

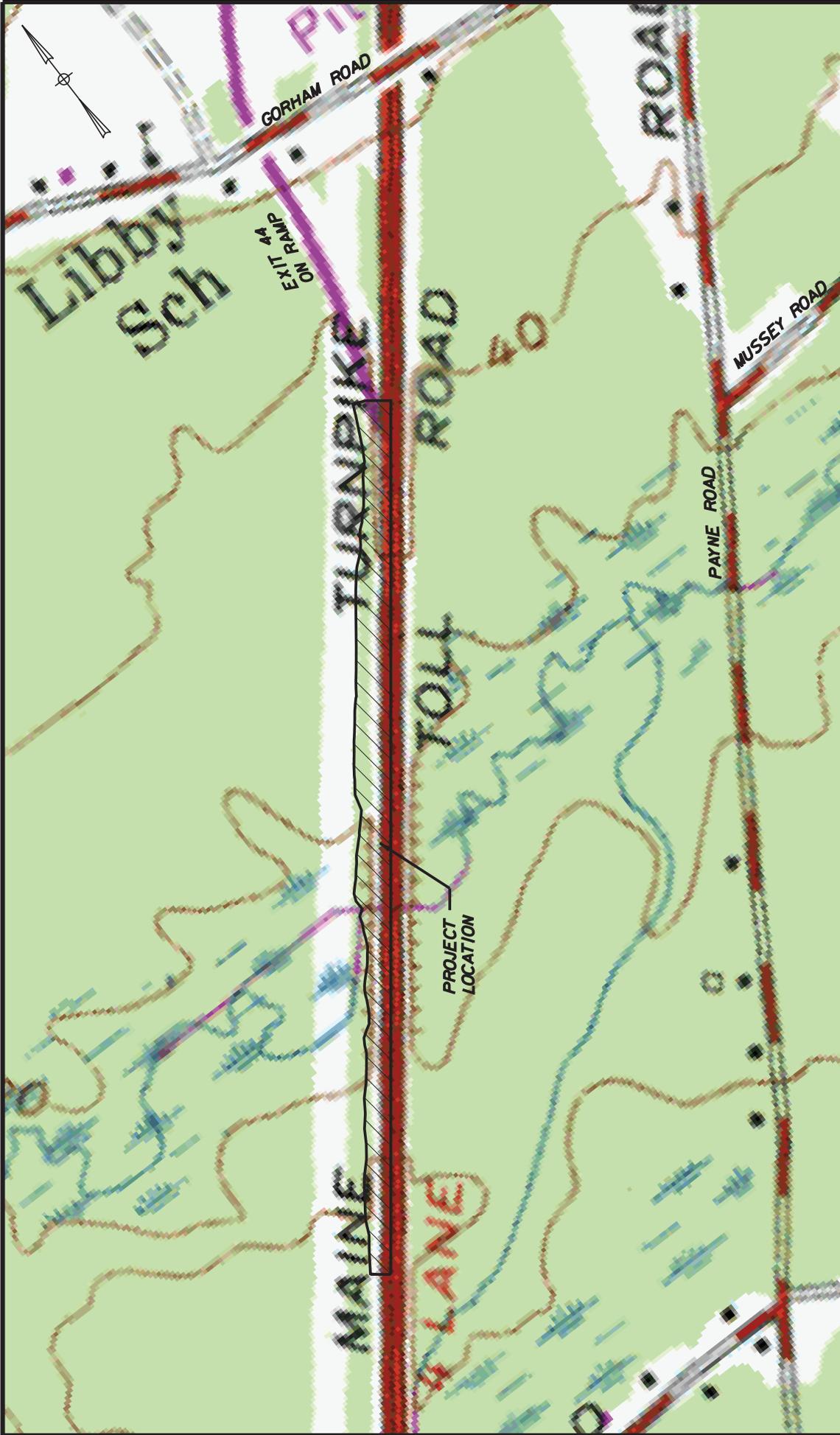
I. Inland Waters and wetlands: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

II. Navigable Waters: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

Your signature below, as permittee, indicates that you accept and agree to comply with the terms, eligibility criteria, and general conditions of Category 1 of the Maine General Permit.

Permittee Printed Name: SARA ZOGRAFOS

Permittee Signature: *Sara Zografos* Date: 10.23.17



Scale: 1/50 0 150 300
Scale of Feet

No.	Revision	By	Date

Designed by:

Designed	By	Date	Checked	By	Date

STANTEC CONSULTING SERVICES INC
482 PAYNE ROAD
SCARBOROUGH, ME 04074
TEL (207) 887-3448
FAX (207) 883-3376

**THE GOLD STAR
MEMORIAL HIGHWAY**

MTA PROJECT MANAGER: RAUL G. NORWOOD, IV, PE

EXIT 44
SOUTHBOUND ON RAMP IMPROVEMENTS

PROJECT LOCATION

CONTRACT: 00000.00

SHEET NUMBER: GP-5 1 OF XXXX



United States Department of the Interior



FISH AND WILDLIFE SERVICE

Maine Ecological Services Field Office

P. O. Box A

East Orland, ME 04431

Phone: (207) 469-7300 Fax: (207) 902-1588

<http://www.fws.gov/mainefieldoffice/index.html>

In Reply Refer To:

October 23, 2017

Consultation Code: 05E1ME00-2018-SLI-0051

Event Code: 05E1ME00-2018-E-00112

Project Name: Exit 44 Southbound On-ramp

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies the threatened, endangered, candidate, and proposed species and designated or proposed critical habitat that may occur within the boundary of your proposed project or may be affected by your proposed project. This species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC Web site at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 et seq.), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having

similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the Endangered Species Consultation Handbook at:

<http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF>

This species list also identifies candidate species under review for listing and those species that the Service considers species of concern. Candidate species have no protection under the Act but are included for consideration because they could be listed prior to completion of your project. Species of concern are those taxa whose conservation status is of concern to the Service (i.e., species previously known as Category 2 candidates), but for which further information is needed.

If a proposed project may affect only candidate species or species of concern, you are not required to prepare a Biological Assessment or biological evaluation or to consult with the Service. However, the Service recommends minimizing effects to these species to prevent future conflicts. Therefore, if early evaluation indicates that a project will affect a candidate species or species of concern, you may wish to request technical assistance from this office to identify appropriate minimization measures.

Please be aware that bald and golden eagles are not protected under the Endangered Species Act but are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 et seq.). Projects affecting these species may require development of an eagle conservation plan: http://www.fws.gov/windenergy/eagle_guidance.html Information on the location of bald eagle nests in Maine can be found on the Maine Field Office Web site: <http://www.fws.gov/mainefieldoffice/Project%20review4.html>

Additionally, wind energy projects should follow the wind energy guidelines: <http://www.fws.gov/windenergy/> for minimizing impacts to migratory birds and bats. Projects may require development of an avian and bat protection plan.

Migratory birds are also a Service trust resource. Under the Migratory Bird Treaty Act, construction activities in grassland, wetland, stream, woodland, and other habitats that would result in the take of migratory birds, eggs, young, or active nests should be avoided. Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at:

<http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm> and at:
<http://www.towerkill.com>; and at:
<http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html>

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List

Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Maine Ecological Services Field Office

P. O. Box A

East Orland, ME 04431

(207) 469-7300

Project Summary

Consultation Code: 05E1ME00-2018-SLI-0051

Event Code: 05E1ME00-2018-E-00112

Project Name: Exit 44 Southbound On-ramp

Project Type: TRANSPORTATION

Project Description: Proposed improvements to Exit 44 southbound on-ramp, including road widening, shoulder and ditch improvements, and addition of guardrail. No trees will be removed.

Project Location:

Approximate location of the project can be viewed in Google Maps:

<https://www.google.com/maps/place/43.618314174652106N70.35898100135282W>



Counties: Cumberland, ME

Endangered Species Act Species

There is a total of 1 threatened, endangered, or candidate species on this species list. Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

Mammals

NAME	STATUS
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045	Threatened

Critical habitats

There are no critical habitats within your project area under this office's jurisdiction.
