

CONTRACT DOCUMENTS

CONTRACT 2015.05

INTERSECTION IMPROVEMENTS
INTERCHANGE 19
WELLS, MAINE

MAINE TURNPIKE AUTHORITY

SPECIFICATIONS

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

The Maine Turnpike General Provisions are additions and alterations to the Maine Department of Transportation Standard Specifications. See Subsection 100.1.



Joseph R. Howe

5/15/2015

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MAINE TURNPIKE AUTHORITY

MAINE TURNPIKE

CONTRACT DOCUMENTS

CONTRACT 2015.05

INTERSECTION IMPROVEMENTS

INTERCHANGE 19

WELLS, MAINE

NOTICE TO CONTACTORS

PROPOSAL

CONTRACT AGREEMENT

CONTRACT BOND

FINAL LIEN AND CLAIM WAIVER AND AFFIDAVIT

SPECIFICATIONS

MAINE TURNPIKE AUTHORITY

NOTICE TO CONTRACTORS

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

CONTRACT 2015.05

INTERSECTION IMPROVEMENTS
INTERCHANGE 19

at the office of the Maine Turnpike Authority, 2360 Congress Street, Portland, ME, until 1:00 p.m., prevailing time as determined by the Authority on June 16, 2015 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 work consists of widening the Exit 19 off ramp, milling, and shimming the existing travel lanes. A new median island will be constructed, and drainage added.

The general limits of work are from the Interchange 19 toll plaza to Route 109 in Wells, Maine.

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 Fifty (\$50.00) 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/project-and-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/project-and-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 December 2002", "Standard Details, Revision of December 2002" 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 June 2, 2015 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 2015.05

INTERSECTION IMPROVEMENTS
INTERCHANGE 19

MAINE TURNPIKE AUTHORITY

PROPOSAL

CONTRACT 2015.05

INTERSECTION IMPROVEMENTS

INTERCHANGE 19

TO MAINE TURNPIKE AUTHORITY:

The work consists of widening the Exit 19 off ramp, milling, and shimming the existing travel lanes. A new median island will be constructed, drainage, and all other work incidental thereto in accordance with the Plans and Specifications.

The general limits of work are the Interchange 19 toll plaza to Route 109 in Wells, Maine.

This Work will be done under a Contract known as Contract 2015.05 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. 2015.05
Intersection Improvements
Exit 19 Off-Ramp

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
202.202	REMOVING PAVEMENT SURFACE	Square Yard	380				
203.20	COMMON EXCAVATION	Cubic Yard	460				
203.25	GRANULAR BORROW	Cubic Yard	10				
304.09	AGGREGATE BASE COURSE - CRUSHED	Cubic Yard	120				
304.10	AGGREGATE SUBBASE COURSE - GRAVEL	Cubic Yard	300				
403.207	HOT MIX ASPHALT, 19.0 mm NOMINAL MAXIMUM SIZE	Ton	130				
403.208	HOT MIX ASPHALT, 12.5 mm NOMINAL MAXIMUM SIZE, SURFACE	Ton	120				
403.209	HOT MIX ASPHALT, 9.5 mm NOMINAL MAXIMUM SIZE (ISLANDS)	Ton	15				
403.211	HOT MIX ASPHALT (SHIMMING)	Ton	50				
403.213	HOT MIX ASPHALT, 12.5 mm NOMINAL MAXIMUM SIZE, BASE	Ton	100				
409.15	BITUMINOUS TACK COAT, APPLIED	Gallon	100				
419.31	FULL DEPTH BITUMINOUS SAWCUT	Linear Foot	830				
604.09	CATCH BASIN TYPE B1	Each	1				
604.164	REBUILDING CATCH BASIN	Each	1				
604.246	CATCH BASIN TYPE F5	Each	1				

CARRIED FORWARD:

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
BROUGHT FORWARD:							
605.11	12" UNDERDRAIN TYPE C	Linear Foot	200				
609.11	VERTICAL CURB TYPE 1	Linear Foot	110				
609.12	VERTICAL CURB TYPE 1 - CIRCULAR	Linear Foot	91				
609.234	TERMINAL CURB TYPE 1 - 4'	Each	2				
609.34	CURB TYPE 5	Linear Foot	60				
609.40	RESET CURB TYPE 5	Linear Foot	330				
615.07	LOAM	Cubic Yard	11				
618.1401	SEEDING METHOD NUMBER 2, PLAN QUANTITY	Unit	1				
618.15	TEMPORARY SEEDING	Pound	3				
619.1201	MULCH, PLAN QUANTITY	Unit	1				
619.1202	TEMPORARY MULCH	Lump Sum	1				
626.32	24" FOUNDATION	Each	2				
627.18	12" SOLID WHITE PAVEMENT MARKING LINE	Linear Foot	51				
627.68	TEMPORARY 4" PAINTED PAVEMENT MARKING LINE - YELLOW OR WHITE	Linear Foot	2,300				
627.682	TEMPORARY 12" PAINTED PAVEMENT MARKING LINE, WHITE	Linear Foot	310				
627.712	4" WHITE OR YELLOW PAVEMENT MARKING LINE	Linear Foot	1,500				

CARRIED FORWARD:

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
BROUGHT FORWARD:							
627.75	WHITE OR YELLOW PAVEMENT & CURB MARKING	Square Foot	330				
627.94	PAVEMENT MARKING TAPE	Linear Foot	34				
629.05	HAND LABOR, STRAIGHT TIME	Hour	30				
631.12	ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	Hour	30				
631.172	TRUCK - LARGE (INCLUDING OPERATOR)	Hour	30				
631.32	CULVERT CLEANER (INCLUDING OPERATOR)	Hour	4				
631.36	FOREMAN	Hour	30				
643.712	PREEMPTIVE SYSTEM	Lump Sum	1				
643.80	TRAFFIC SIGNAL MODIFICATIONS AT EXIT 19 AND SANFORD ROAD	Lump Sum	1				
643.90	VIDEO DETECTION SYSTEM	Lump Sum	1				
643.93	STRAIN POLE	Each	2				
645.105	REMOVE AND STACK SIGN	Each	4				
645.109	REMOVE AND RESET SIGN	Each	10				
645.251	ROADWAY GUIDE SIGNS, TYPE I	Square Foot	110				
645.289	STEEL H-BEAM POLES	Pound	720				
645.292	REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGNS TYPE II	Square Foot	50				

CARRIED FORWARD:

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
BROUGHT FORWARD:							
652.30	FLASHING ARROW BOARD	Each	2				
652.33	DRUM	Each	30				
652.34	CONE	Each	30				
652.35	CONSTRUCTION SIGNS	Square Foot	460				
652.361	MAINTENANCE OF TRAFFIC CONTROL DEVICES	Lump Sum	1				
652.38	FLAGGERS	Hour	200				
656.632	30 INCH TEMPORARY SILT FENCE	Linear Foot	280				
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)
-------------	-----------

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 duplicate.

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 – GENERAL PROVISIONS

(Rev. May 18, 2009)

DIVISION 100 - GENERAL PROVISIONS

100.1 Replacement of Former Standard Specifications and Details

The following paragraphs are added:

The Maine Department of Transportation Standard Specifications Revisions of 2002 as modified herein is referenced and incorporated in all Maine Turnpike Authority Construction Contracts. These Maine Turnpike General Provisions replace all previous Maine Turnpike General Provisions and are additions and alterations to the Maine Department of Transportation Standard Specifications. Maine Department of Transportation Consolidated Special Provisions or corrections, additions, and revisions to their Standard Specifications are not referenced or incorporated unless specifically included in the Contract. Applicable MaineDOT December 28, 2004 Consolidated Special Provisions, corrections, additions, and revisions have been incorporated into this document.

All references to components or employees of the Maine Department of Transportation listed in Column A shall also refer to components or employees of the Maine Turnpike Authority in Column B unless otherwise stated.

<u>A</u>	<u>B</u>
Maine Department of Transportation Department Commissioner Contracts Engineer Contracts Section Chief Engineer Bureau of Project Development	Maine Turnpike Authority Authority Executive Director Purchasing Manager Purchasing Department Director of Engineering Maine Turnpike Authority

SECTION 101 – CONTRACT INTERPRETATION

101.2 Definitions

The following definitions are added or revised:

Authority - The Maine Turnpike Authority, a body corporate and politic duly created and existing under and by virtue of an act of the Legislature of the State of Maine, Chapter 69 of the Private and Special Laws of 1941, as amended.

Award - The resolution of the Authority at an official meeting expressly authorizing the Executive Director or his designee to notify the successful Bidder that his/her Proposal has been accepted and that he/she is required to execute the Contract Agreement and to furnish satisfactory Bonds.

Environmental Information - Hazardous waste assessments, dredge material test results, boring logs, geophysical studies, and other records and reports of the environmental conditions. For a related provision, see Subsection 104.3.14, Interpretation and Interpolation.

Fabrication Engineer - The Department’s representative responsible for Quality Assurance of pre-fabricated products that are produced off-site.

Geotechnical Information - Replace with the following: “Boring logs, soil reports, geotechnical design reports, ground penetrating radar evaluations, seismic refraction studies, and other records of subsurface conditions. For a related provision, see Subsection 104.3.14, Interpretation and Interpolation.

Holidays - The following are extended to include the Holiday Period:

<u>HOLIDAY</u>	<u>HOLIDAY PERIOD</u>
Martin Luther King Day	12:01 a.m. (Midnight) to 11:59 p.m. Martin Luther King Day.
President's Day	12:01 a.m. (Midnight) preceding Friday to 12:01 p.m. following Tuesday.
Easter	12:01 a.m. (Midnight) preceding Friday to 12:01 p.m. following Monday.
Memorial Day	12:01 p.m. preceding Thursday to 6:00 a.m. following Tuesday.
Labor Day	12:01 p.m. preceding Thursday to 6:00 a.m. following Tuesday.
Columbus Day	12:01 a.m. (Midnight) preceding Friday to 12:01 p.m. following Tuesday.
Veterans' Day	12:01 a.m. (Midnight) to 11:59 p.m. Veterans' Day.
Thanksgiving Day	12:01 a.m. (Midnight) preceding Wednesday to 12:01 p.m. following Monday.

Project - The following sentence is added:

All the Work to be performed under the Contract.

Solicitation - Contract proposal sent to a select list of Contractors. Solicitations do include a requirement for a bid bond. Solicitations do not need Maine Turnpike Board Approval for an award.

Turnpike - The entire toll highway, including all approaches, bridges, interchanges, toll facilities, and structures owned by the Maine Turnpike Authority, and authorized by Chapter 69, Private and Special Laws of Maine, 1941, as amended, and located on properties held in the name of the Authority.

Working Day - The Contractor shall not work during the period from 1/2-hour after sunset to 1/2-hour before sunrise, unless otherwise approved by the Resident.

If, after approval, Work is performed on a Saturday, Sunday, or a holiday, the day shall be considered a Working Day.

SECTION 102 - BIDDING

102.1.1 Basic Requirements

This Subsection is amended by the addition of the following:

To be eligible to Bid, prospective Bidders must not have been debarred or suspended from Bidding by the Authority or the Maine Department of Transportation.

102.6 Bid Guaranty

The second paragraph is deleted and replaced with the following:

No Proposal will be considered unless accompanied by a "Proposal Guaranty" in the form of an original bid bond, certified or cashier's check in favor of the Maine Turnpike Authority, in the amount of not less than five (5%) percent of the Total Amount of the Proposal, except that the amount of the check or Proposal Guaranty shall not be less than \$500.00. Solicitations do not require a Bid Guaranty.

Sentence (C) of the third paragraph is deleted and not replaced.

102.7.1 Location and Time

The first paragraph is deleted and replaced with the following:

The Proposal and the Proposal Guaranty shall be enclosed in a sealed envelope furnished by the Authority for this purpose, and shall bear on the outside, the name and address of the Bidder as well as the designation of the Project as named in the Proposal form. Proposals will be received at the place and time stated in the Notice to Contractors, Solicitation, or Addendum as determined by the Authority. Proposals received after the time for opening of bids will be returned to the Bidder unopened. See also Subsection 102.11, Bid Responsiveness.

102.7.2 Effects of Signing and Delivery of Bids

Paragraph C, Certifications, is deleted and not replaced.

SECTION 103 - AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering

This Subsection is deleted and replaced with the following:

The Authority will review the Bid Proposals. As a condition for Award of a Contract, the Authority may require an Apparent Successful Bidder to demonstrate to the Authority's satisfaction that the Bidder is responsible and qualified to perform the Work. If such information is required, the Authority, or the Authority's agent, will contact the Apparent Successful Bidder and request specific information. If requested by the Apparent Successful Bidder, this request can be in writing. The Apparent Successful Bidder shall respond to the request within 24-hours (one work day) unless both parties agree in writing to extend the deadline.

103.3.2 Notice of Determination

The first paragraph is deleted and replaced with the following:

If the Authority determines that a Bidder is "Not Qualified", the Authority or its representative will notify the Bidder in writing of its determination. The notice will set forth the specific reasons therefore to the extent practical. Such reasons may include the following:

- N. Bidder has previously performed Work for the State or for the Authority in an unsatisfactory manner;
- O. Bidder does not have the capacity to perform the required Work in the opinion of the Authority;
- P. This Project combined with other projects committed to by the Bidder puts him in excess of his capacity in the opinion of the Authority;

- Q. Reasonable grounds for believing that the Bidder is interested in more than one Proposal for the Work contemplated;
- R. Developments arise which, in the opinion of the Authority, adversely affect the Bidder's responsibility; and/or,
- S. Lack of qualifications as determined by the Authority.

The Maine Turnpike Authority Board or Executive Director must approve the Award of a Contract. Once approved, the Contractor will be provided with a "Notice of Award". See Subsection 103.4.

103.3.3 Appeal

"Commissioner" is replaced with "Chief Operations Officer".

The third and fourth paragraphs are deleted and replaced with the following:

Within 14 Days of Receipt of such information and arguments, the Chief Operations Officer will notify the Bidder in writing as to whether the decision of "Not Qualified" is upheld, modified, or reversed. The Chief Operations Officer's decision is final.

After a final determination of "Not Qualified" the Bidder's Bid Guaranty will be returned and the Bidder will be ineligible to bid on future MTA Contracts until the Bidder has been determined "Qualified" by the Maine Turnpike.

103.4 Notice of Award

This Subsection is deleted and replaced with the following:

Within five (5) days of the Maine Turnpike Authority Board or Executive Director approval of a Contract Award, the Authority will transmit to the successful Bidder a Notice of Award along with the Contract Documents for execution by the Contractor. The Authority has the option of notifying the successful low Bidder that the above noted material is available at the Authority for the Contractor to pick-up. The Contractor has 20 days following the Bid Opening to deliver to the Authority the signed Contract Documents, required bonds, insurance certificates, and other required information from the successful Bidder. Once these Documents are submitted to the Authority, the Authority will execute the Contract. If the Authority does not execute the Contract within 30 days of receipt of all the proper requested information, the successful Bidder may withdraw their bid without forfeiture of its Bid Guaranty or bidding eligibility. If the Authority and the successful Bidder agree in writing, an extension may be allowed.

103.5.4 Execution of Contract by Bidder

The first sentence is deleted and replaced with the following:

The properly completed and signed Contract Agreement form provided in the Contract Documents constitutes the Bidder's offer.

103.8 Execution of Contract by Department

This Subsection is deleted and replaced with the following:

The Contract will be awarded or Proposals rejected within twenty (20) days from the date of Proposal openings, except that by mutual written agreement between the Bidders and the Authority, the award may be withheld for any length of time. Any Bidder not agreeing to extend the award date shall be eliminated from the Bid List without prejudice, and their Bid Bond released.

The Contract shall not be binding until the Contract has been executed by the Authority, nor shall any Work be performed on account of the proposed Contract until the Contract has been fully executed and delivered.

SECTION 104 - GENERAL RIGHTS AND RESPONSIBILITIES

104.2.1 Furnishing of Right-of-Way

The first sentence is deleted and replaced with the following:

The Maine Turnpike Authority will secure all necessary rights to real property within the Project Limits shown on the Plans.

104.2.3 Authority of Project Manager and Resident

The following sentences are added:

The Resident is not responsible for supervising the construction Work and is not responsible for monitoring jobsite safety.

The Resident is not authorized to increase the obligation of the Authority to the Contractor, except as specifically set forth in the Specifications.

104.3.5 Duties Regarding Inspection of Work

The following paragraphs are added at the end of Paragraph A. Safe Access:

The Contractor shall furnish the Resident with every reasonable facility for ascertaining whether or not the Work is performed and the materials are furnished in accordance with the requirements and intent of the Contract. Such inspection may include mill, plant or shop inspection. If at any time before acceptance of the Work, the Resident requests it in writing, the Contractor shall remove or uncover such portion of the finished Work as directed. After examination, the Contractor shall restore said portions of the Work to the standards required by the Specifications. Should the Work exposed or examined meet the requirements of the Plans and Specifications, the uncovering or removing and the restoration of the uncovered Work shall be paid for as Extra Work except that no such payment will be made in those cases for which such removal is required by the Plans and Specifications as a part of the Work under the Project. Should the Work not meet the requirements of the Plans and Specifications, the uncovering or removing and restoration shall be at the Contractor's own expense. Any Work done or materials used without suitable supervision or inspection may be ordered to be removed and replaced by the Contractor without extra compensation.

No Work shall be done at night, on weekends, or legal holidays, without prior notice and approval of the Resident. No night Work shall be done until the Contractor has provided an adequate and sufficient source of artificial light to permit examination by the Resident of the suitability of the materials being used and the quality and character of the workmanship.

104.3.7 Laws to be Observed

This Subsection is amended by the addition of the following:

Any section of roadway open to the traveling public is a public way and subject to the applicable rules, regulations, and laws.

104.3.8 Wage Rates and Labor Laws

This Subsection is amended as follows:

- A. Federal Wage Rates and Labor Laws is deleted and not replaced.
- B. State Wage Rates and Labor Laws.

This Subsection is amended by the addition of the following:

This Contract is governed by the Prevailing Wage Provisions in Title 26, Chapter 15 of the Maine Revised Statutes Annotated. State Wage Rates, if applicable to the Contract, will be included in the Special Provisions.

Fair Minimum Wages

The hourly wage rate paid to laborers of the General Contractor and all Subcontractors shall not be less than the prevailing hourly rate of wages for Work of similar character in the State of Maine. The fair minimum hourly rates determined by the State of Maine Department of Labor for this Contract are included as part of this Contract.

A copy of the Wage Determination(s) shall be provided by the Contractor to all Subcontractors on the Project. In addition, the Wage Determination(s) must be kept posted at the Work site by the Contractor and by all Subcontractors at a prominent location, easily accessible by the workers. On a Project where there is no such location, a Contractor may comply with this requirement by providing each worker with a copy of the Wage Determination(s) within the first full day that the worker works on that Project. The Contractor must be able to document that each worker has received a copy of the Wage Determination(s).

Records

The Contractor and all Subcontractors shall keep an accurate record noting:

- The name and occupation of each and all laborers, workmen, and mechanics employed by them, and all independent Contractors working under Contract to them in connection to the Project;
- Number of hours worked;
- Title of the job;
- Hourly rate or other method of remuneration for the job; and,
- Actual wages or other compensation paid to each of the laborers, workmen, mechanics, and independent Contractors.

A copy of this record must be kept at the jobsite and shall be available at all reasonable hours to the inspection of the Bureau of Labor and/or the Maine Turnpike Authority, its officers and agents. These records must be preserved for a minimum of three (3) years after the completion of the Contract.

A copy of each record must be filed monthly with the Maine Turnpike Authority. This information shall be sent directly to the Maine Turnpike Authority, Director of Engineering and Building Maintenance, Attention: Wage Rate Records, 2360 Congress Street, Portland, ME 04102. The records shall note the Maine Turnpike Contract Number.

The Contractor and all Subcontractors are subject to penalties described in Title 26, Chapter 15 of the Maine Revised Statutes Annotated, for any violations of the Fair Minimum Wage Rates Policy for the State of Maine.

104.3.11 Responsibility for Property of Others

This Subsection is amended by the addition of the following:

The Contractor shall respond to all damage claims in writing, within 30 days, to the party making a damage claim. The response shall state that the Contractor accepts responsibility for the damage or outlines the reasons why the claim has been denied. If the Contractor has turned the claim over to their insurance agent or carrier, the name of the agent or carrier, along with the contact person, address and telephone information shall be included in the response to the claimant and a copy to the Authority. A standard form letter denying the claim without an explanation of the situation shall be unacceptable. A copy of the response letter shall be submitted to the Authority within the 30 day response time. The Authority shall review the response letter and will determine if the Contractor has replied in a responsive manner. If the Authority does not receive a response letter or action report from the Contractor within the 30 day response time, the Authority will determine if the Contractor is responsible for the claimed damage. If, in the absence of the Contractor's response or action report, the Authority deems the claim to be valid, the Authority will at its option pay the damage claim and deduct the amount of the claim from the Contractor. The Contractor will not be entitled to recoup these funds if their response was not transmitted within the 30 day response time. The Authority will not intervene in any claim actions where the Contractor's insurance carrier is conducting a valid, ongoing claim investigation.

104.3.14 Interpretation and Interpolation

The first sentence is change from "...and Geotechnical Information." to "...Environmental Information, and Geotechnical Information".

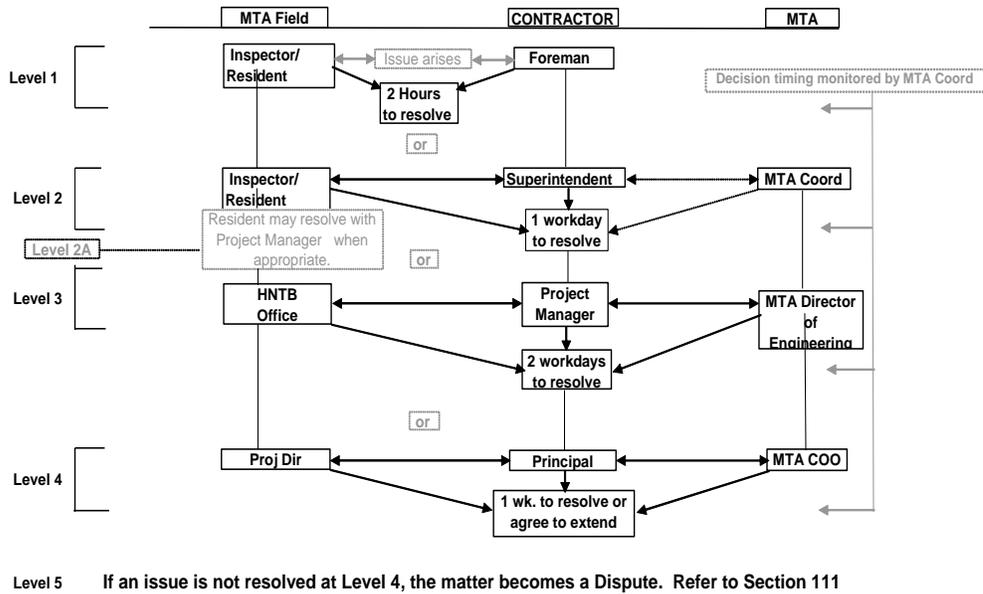
104.4.2 Preconstruction Conference

The following Matrix is added:

Project Decision Matrix

A Project "communication decision tree" will be developed mutually by the Authority and the Contractor during either the preconstruction meeting or partnering session. This Decision Matrix will clearly define, by descriptive job title and name, the respective counterparts for the Authority, and the Contractor who will be responsible for resolving issues at their respective levels of communication. Each level of communicators will be assigned a dollar magnitude of authority and a designated period of time within which all disputed issues must either be resolved or referred to the next higher level of communicators. The purpose of this Decision Matrix is to accelerate the resolution of decisions, to promote resolution at the lowest possible level, and to reduce the number of issues that become disputes.

The following is a sample of the Decision Matrix:



Notes:

- 1) Each project will enter names in all title boxes at Preconstruction or Partnering sessions.
- 2) Substitute names will be provided for all key decision levels.
- 3) Each decision level will be empowered with a maximum dollar guidance value.
- 4) Issues will automatically bounce up to next level if decision time limits are surpassed.

104.4.5 Early Negotiation

The second paragraph in Part A is deleted and replaced with the following:

Such notice may not be verbal. Notice shall be in the form of a written memo with signatures representing both the Owner and Contractor or shall be in the form of meeting minutes within 14 days of the date that the issue became known. Meeting minutes shall not be valid documentation until they are accepted by the Resident and the Contractor.

Paragraph C, Additional Consideration, is deleted and not replaced. See related Subsection 104.4.2.

104.4.7 Cooperation With Other Contractors

This Subsection is amended by the addition of the following:

The Contractor shall cooperate with the Maine Turnpike Authority. The Authority reserves the right to conduct maintenance operations and to erect and remove traffic control devices as deemed necessary by the Authority or the Resident within or adjacent to the Project.

The Contractor shall note that other contracts may be awarded for Work adjacent to this Contract and these shall be considered adjacent contracts. The Contractor shall cooperate with other Contractors and the Resident so that all Work can be completed in a safe and timely manner. The Resident may direct the Contractor to revise the Work or schedule based on Work that is ongoing in the adjacent Contract. The Contractor's Superintendent or Project Manager shall attend coordination meetings with the Resident and the adjacent Contractors at least once every two weeks. All Contractors bear the full responsibility of cooperation and coordination with each other in the planning and scheduling of traffic closures, stoppages, and other construction activity. The Resident's responsibility for coordination is limited to the timely dissemination of all schedules and information submitted by adjacent Contractors. Neither the Resident, nor the Maine Turnpike Authority, shall bear any responsibility for costs resulting from a Contractor's failure to submit all information as required. Issues and concerns not presented for review and discussion at joint Contractor meetings will not later be cause for claims. This cooperation shall be completed at no additional cost to the Authority.

The Contractor working on an adjacent section may require the placement of temporary construction signs and traffic control devices within this Project area. The placement and maintenance of these devices by another Contractor shall be allowed in this Contract at no additional cost to the Authority.

104.4.10 Coordination of Bridge Closure/Bridge Width Restriction Notification

This Subsection is deleted and replaced with the following:

The Contractor shall notify the Authority a minimum of two (2) weeks prior to the date of closure/restriction with the date on which the closure/restriction will begin and the anticipated duration of the closure/restriction. The Authority will be responsible for notification to others.

104.5.9 Landscape Subcontractors

This Subsection is deleted and replaced with the following:

The Contractor shall retain only Landscape Subcontractors that are certified by the Maine Department of Transportation Environmental Office Landscape Unit.

SECTION 105 – GENERAL SCOPE OF WORK

Scope of Section

The second paragraph is deleted and replaced with the following:

This Contract is not federally funded.

105.1 Intent of the Contract

This Subsection is amended by the addition of the following:

The Plans and Specifications complement and supplement each other. Should any Work be required, which is not denoted on the Plans or in the Specifications because of an omission, but which is nevertheless necessary for the proper performance and completion of the Project, such Work shall be fully performed as if it were described and delineated. Should any misunderstanding arise as to the intent or meaning of said Plans and Specifications, refer to Subsection 104.4.4, Requests for Information.

The silence of the Specifications, Plans, or other supplemental documents as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only material and workmanship of excellent quality are to be used.

105.2.3 Joint Duty Regarding Safety

The first sentence is amended as follows:

The “Contractor’s TCP” is deleted and replaced with “Traffic Control Plan”.

This Subsection is amended by the addition of the following:

Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility for safe prosecution of the Work at all times. The Resident is not responsible for jobsite safety.

The following Subsection is added:

105.2.4.1 Lockout/Tagout Procedures

Prior to the start of Work, the Contractor and the Maine Turnpike Authority shall exchange and review the other party's Lockout/Tagout Procedures for the control of hazardous energy. If the Lockout/Tagout Procedures are similar and neither party has concerns, the two parties shall agree to abide by the procedures of the other party. Only the authorized individual who locked or tagged-out a circuit or piece of equipment is permitted to remove the lockout/tagout, except as provided for in the respective Lockout/Tagout Procedures.

Should either the Contractor or the Maine Turnpike Authority have concerns with the other party's Lockout/Tagout Procedures, the Safety Officers of the Contractor and the Maine Turnpike Authority shall meet, discuss and resolve the areas of concern. The Authority reserves the right to have the Contractor comply with the restrictions and prohibitions of the Maine Turnpike Authority's Lockout/Tagout Procedures if the Authority determines the Contractor's Lockout/Tagout Procedures are inadequate to protect the Authority's employees and patrons.

105.4.1 Maintenance During Construction

This Subsection is amended by the addition of the following:

Paved Surface - The Contractor is responsible for maintaining the existing paved shoulder, ramps, and travel lanes on the Maine Turnpike in good condition. The presence of tracked-dirt on the paved surfaces is unacceptable. The Resident shall have the sole authority to determine the acceptability of the paved surfaces. The use of stabilized construction entrances and frequent sweeping of the shoulder are the responsibility of the Contractor and shall be completed at no additional costs to the Authority.

Gravel Surface - The Contractor is responsible for maintaining gravel surfaces that are used for traffic in good condition. Potholes and wheel ruts are unacceptable. The Resident shall have the sole authority to determine the acceptability of the surfaces. Repairing the surfaces are the responsibility of the Contractor and shall be completed at no additional costs to the Authority.

Signs and Delineators - The Contractor is responsible for maintaining all mile markers, delineator, and signs including regulatory, warning, and guide signs during construction. Maintenance of signs shall mean that signs are clearly visible to motorists at the required height during construction. These items shall be kept in their existing location as long as is practicable. At no time shall any signs not be visible to the

driver. Construction material or equipment shall not obscure signs. This Work shall be accomplished at no additional cost to the Authority.

Erosion and Sedimentation Control - The Contractor shall plan their operations to protect existing Work from erosion. The Contractor is responsible for the inspection and maintenance of all erosion and sedimentation control devices until final acceptance. No payment will be made to repair failed areas if the Best Management Practices had not been utilized prior to a weather event.

105.4.3 Maintenance During Winter Construction

This Subsection is amended by the addition of the following:

The Maine Turnpike Authority will be responsible for winter maintenance including snow removal and application of salt on Maine Turnpike pavement open to traffic.

105.5.1 General Requirements

This Subsection is amended by the addition of the following:

Toll Free Passage on the Turnpike

The Contractor shall be granted free use of the turnpike for movement of vehicles, labor and equipment and for delivery of material essential to the Work. The Contractor will be issued cards with the Contract Number and Contractor Name while working on the Project. The cards shall be transferable and distributed by the Contractor to employees and vehicles working on the Project. The cards may only be used while working on the Project designated on the cards. Such free use shall be limited to the portion of the turnpike between the site of the Work and the nearest practicable exit including movement of vehicles, labor, equipment and materials from one site to another Work site. All vehicles must stop at a manned lane at the toll plazas to present the cards to the toll attendant. Vehicles without the required cards shall pay the required toll. This shall not be a reimbursable expense. The Contractor shall advise the Resident of the number of cards that are required. All cards shall be returned to the Resident at the completion of the Project. The use of the cards for toll free travel shall be revoked if the cards are misused. The Contractor shall nevertheless comply with regulations of the Authority relating to use of the turnpike and with established controls for non-revenue vehicles.

Existing Access

All existing access from local roads to the Maine Turnpike shall remain passable to emergency vehicles at all time. At no time shall construction equipment or material block these roads. Any misuse of this privilege will result in the Contractor's loss of access through these gates. The Contractor shall provide a lock and a piece of chain to link to the existing padlock on the gate allowing access to the Contractor and emergency vehicles.

Access From Local Roads

The Contractor shall not impact wetlands or streams to construct access to the Project. The Contractor may construct temporary access to the turnpike to facilitate the Project. Any damage caused to private property or local roads as a result of the access shall be repaired at the Contractor's own expense. The Contractor shall prepare a written plan outlining the proposed access.

At a minimum, the plan shall outline the following:

- Estimated number of vehicles;
- Time and duration of operation;

- Types of vehicles to use the access;
- Plans to construct a stabilized construction entrance;
- Plan to keep the local road free of tracked-mud and dust;
- Plan to control access to prevent unauthorized use;
- Restoration plan; and,
- Written permission from private property owners (if required).

The Contractor is required to retain the services of qualified flaggers to control the Contractor's operation at the local road access. Flaggers shall be present whenever construction vehicles are utilizing the access. The Contractor shall be responsible for constructing a gate across the access point to prohibit unauthorized access. The Contractor shall also construct a stabilized construction entrance in accordance with the MaineDOT Best Management Practices. All cost associated with the access including, but not necessarily limited to, the construction, restoration, flaggers, gate, and stabilized construction entrance shall be the responsibility of the Contractor. Failure to utilize flaggers will result in termination of permission to use local roads for access. Failure to keep local roads clear of tracked-mud will result in termination of permission to use local roads for access.

Construction Access

The Contractor shall construct a stabilized construction entrance in accordance with the Best Management Practices at all locations where construction vehicles will exit the mainline and/or enter the existing paved shoulder from a non-paved area. The Resident shall approve of the locations. The stabilized construction entrance shall be constructed in conjunction with the clearing activities or other early activities. Additional stabilized construction entrances may be required due to the Contractor's operations as well as site conditions. The construction and maintenance of the stabilized construction entrance shall be incidental.

Change of Direction

The Contractor will not be permitted to reverse directions (U-turns) at the toll plazas or at interchanges. All vehicles must exit the turnpike prior to reversing directions.

The Contractor shall not use the median openings on the turnpike unless the opening is located within passing lane closures on both roadways. The Contractor will be assessed a fine every time any employee of the Contractor, Subcontractor or supplier is observed using a median opening by a Resident or turnpike employee anywhere on the Maine Turnpike throughout the duration of the Contract. The fine will be deducted from monies owed to the Contractor.

The fines will be levied on a per occurrence basis as follows:

<u>NUMBER OF OCCURRENCES</u>	<u>FINE</u>
First	\$100

For the second occurrence, and any occurrence thereafter, the fine is increased by \$100 per each occurrence. The number of occurrences is not specific to a Contract, an individual or a vehicle, but based solely on the number of times any employee of the Contractor, Subcontractor or supplier is observed using a median opening anywhere on the Maine Turnpike. The Contractor shall be notified in writing of the violation by the Authority.

105.6 Construction Surveying

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

105.6.1 Authority Provided Services

The Authority will provide the Contractor with the description and coordinates of vertical and horizontal control points, set by the Authority, within the Project Limits, for full construction Projects and other Projects where survey control is necessary. For Projects of 1,500 feet in length, or less: The Authority will provide three points. For Projects between 1,500 and 5,000 feet in length: The Authority will provide one set of two points at each end of the Project. For Projects in excess of 5,000 feet in length: The Authority will provide one set of two points at each end of the Project, plus one additional set of two points for each mile of Project length. For non-full construction Projects and other Projects where survey control is not necessary, the Authority will not set any control points and, therefore, will not provide description and coordinates of any control points: Upon request of the Contractor, the Authority will provide the Authority's survey data management software and Survey Manual to the Contractor, or its survey Subcontractor, for the exclusive use on the Authority's Projects.

105.6.2 Contractor Provided Services

Utilizing the survey information and points provided by the Authority, described in Subsection 105.6.1, Authority Provided Services, the Contractor shall provide all additional survey layout necessary to complete the Work. This may include, but not necessarily be limited to, reestablishing all points provided by the Authority, establishing additional control points, running axis lines, providing layout and maintenance of all other lines, grades, or points, and survey quality control to ensure conformance with the Contract. The Contractor is also responsible for providing construction centerline, or close reference points, for all utility facility relocations and adjustments as necessary to complete the Work. When the Work is to connect with existing structures, the Contractor shall verify all dimensions before proceeding with the Work. The Contractor shall employ or retain competent engineering and/or surveying personnel to fulfill these responsibilities.

The Contractor must notify the Authority of any errors or inconsistencies regarding the data and layout provided by the Authority as provided by Subsection 104.3.3, Duty to Notify Department If Ambiguities Discovered.

105.6.2.1 Quality Control

The Contractor is responsible for all construction survey quality control. Construction survey quality control is generally defined as, first, performing initial field survey layout of the Work and, second, performing an independent check of the initial layout using independent survey data to assure the accuracy of the initial layout; additional iterations or checks may be required if significant discrepancies are discovered in this process. Construction survey layout quality control also requires written documentation of the layout process such that the process can be followed and repeated, if necessary, by an independent survey crew.

105.6.3 Quality Assurance

It is the Authority's prerogative to perform construction survey quality assurance. Construction survey quality assurance may or may not be performed by the Authority. Construction survey quality assurance is generally defined as an independent check of the construction survey quality control. The construction survey quality assurance process may involve physically checking the Contractor's construction survey layout using independent survey data, or may simply involve reviewing the construction survey quality control written documentation. If the Authority elects to physically check the Contractor's survey layout, the Contractor's designated surveyor may be required to be present. The

Authority will provide a minimum notice of 48-hours to the Contractor, whenever possible, if the Contractor's designated surveyor's presence is required. Any errors discovered through the quality assurance process shall be corrected by the Contractor, at no additional cost to the Authority.

105.6.4 Boundary Markers

The Contractor shall preserve and protect from damage all monuments or other points that mark the boundaries of the right-of-way or abutting parcels that are outside the area that must be disturbed in order to perform the Work. The Contractor indemnifies and holds harmless the Authority from all claims to reestablish the former location of all such monuments or points including claims arising from 14 MRSA § 7554-A. For a related provision, see Subsection 104.3.11, Responsibility for Property of Others.

105.7.1 General

The following paragraphs are added:

Within ten (10) days after the date of execution of the Contract, the Contractor shall inform the Resident in writing of the sources from which he proposes to obtain the materials required for the Project and statements of quality of these materials as hereinafter required in Subsection 106.01, Roles Regarding Quality. Information or materials not required to be incorporated in the Work within six (6) months after said date of execution, may be furnished within thirty (30) days.

Prior to the approval of the submittal, any Work done or materials ordered shall be at the Contractor's own risk. All submittals shall be stamped and signed by the Contractor verifying their approval of the Shop Drawings.

Prior to forwarding submittals to the Resident for review and approval, the Contractor shall mark the Item Number on each submittal for identification, thoroughly check the submittals for compliance with the Contract Documents, and place its stamp of approval on each sheet certifying that the Contractor has so checked each submittal. The Contractor shall certify that "This Shop Drawing has been thoroughly checked and complies with the Contract Documents and field measurements and the item fits with adjoining Work except as noted". Submittals which do not contain this stamp of approval and certification, or which are incomplete, have not been checked, have been checked only superficially, or contain numerous errors, will be returned un-reviewed by the Resident for resubmission by the Contractor. Delays in obtaining approvals, other than those caused by the Authority, are not grounds for granting an extension of time. Disclaimers by the Contractor, any Subcontractor, or supplier of responsibility for any requirements of the Contract Documents, will not be accepted by the Authority and will be deemed invalid.

The following submissions are required if applicable to the Work:

- Construction plans for access
- Project master schedule
- Updated schedules as required
- Shop Drawings
- Spill Prevention Control and Countermeasure (SPCC) Plan
- Traffic control plans
- Temporary earth support system submission
- Bridge beam or structural steel erection plan

105.7.4 Submittal Requirements

The second paragraph is deleted and replaced with the following:

For the first and subsequent submittals, the Contractor shall submit a minimum of seven (7) sets of drawings to the Resident on the size sheets required unless otherwise directed by the Resident.

105.8.1 Temporary Soil Erosion and Water Pollution Control

This Subsection is amended by the addition of the following:

Spill Prevention Control and Countermeasure (SPCC) Plan

Any areas where petroleum products, oils or hazardous materials are handled or stored will require a Spill Prevention Control and Countermeasure (SPCC) Plan. The Plan will be submitted to the Resident before construction begins for review and approval. At a minimum, the Plan shall provide the following information:

1. Name of person who is responsible for spill prevention;
2. Description of handling or storage location, noting setbacks from water bodies where relevant. Significant sand and gravel aquifers and other sensitive resources must be avoided wherever possible;
3. Description of storage and containment facilities;
4. Description of equipment and/or materials used to prevent discharges (including sorbent materials);
5. Preventative measures to minimize the possibility of a spill; and,
6. Contingency plan if spill should occur.

The approved plan must be posted at the jobsite. All personnel working in the area are required to read and be familiar with the plan.

There shall be no separate payment for preparation of a SPCC Plan acceptable to the Resident and preparation is considered incidental to the Work.

ENVIRONMENTAL STANDARDS

The Project will be performed in accordance with the MaineDOT Best Management Practices (BMP) latest issue. The Contractor shall fully comply with all erosion and sedimentation control requirements outlined in the BMP's or contained herein. Non-compliance with these requirements as determined by the Resident shall result in a financial penalty of \$1,000 per day, per violation. Any fines assessed to the Maine Turnpike Authority as a result of the Contractor's non-compliance shall be paid by the Contractor. If the Contractor fails to pay, the cost of the fine will be deducted from monies due, or which may become due to the Contractor under this Contract.

In the event of conflict between these Specifications and other erosion and pollution control laws, rules or regulations of other Federal, State and local agencies, the more restrictive law, rules or regulations shall apply.

The standards as described below shall be met on the Project:

1. Temporary erosion control measures shall be maintained until the site is permanently stabilized with vegetation or other permanent control measures.
2. The Contractor will immediately take appropriate measures to prevent erosion or sedimentation from occurring or to correct any existing problems regardless of the time of year.
3. Work in wetlands is prohibited except to the minimum extent necessary for completion of the Work as detailed on the Plans. Excavated and other material shall not be stockpiled in wetlands. Haybales, silt fence or other suitable barriers shall be used, where necessary, to prevent sedimentation from eroding materials.
4. Uncured concrete shall not be placed directly into the water body. Concrete may be placed in forms and shall cure at least one (1) week prior to form removal. No washing of tools, forms, etc. shall occur in or adjacent to the water body or wetland. Any additional requirements are outlined in Subsection 107.261 of the Special Provisions.
5. Disturbance of natural resources beyond the construction limits shown on the Plans is not allowed.
6. Bare earth slopes shall be roughened to dissipate sheet flow. This shall be accomplished by "tracking" the slope perpendicular to the centerline. No bare earth shall be maintained for more than five days without surface roughening. This Work will not be measured separately for payment, but shall be incidental to the Excavation item.
7. No wheeled or tracked equipment shall be operated in the water. Equipment operating on the shore may reach into the water with a bucket or similar extension. Equipment may NOT cross streams.
8. Existing ditches shall be maintained until the new ditches are stabilized. Stone check dams shall be placed in existing ditches prior to construction as to prevent the release of sedimentation. Stone check dams shall be installed at the outlets of all existing and proposed ditches adjacent to all stream and wetlands.
9. The Contractor's operation may require the placement of temporary pipes and fill over a ditch line to provide access to the Work area. The Resident shall approve the size of the pipe. The placement and removal of the temporary access will not be measured separately for payment, but shall be incidental to the Excavation item.

105.10 Equal Opportunity and Civil Rights

105.10.1 Requirements Applicable to Federally Funded Contracts

This Subsection is deleted and not replaced.

105.10.2 Requirements Applicable to All Contracts

The following is added after Paragraph (A), Maine Code of Fair Practice and Affirmative Action, Paragraph 4).

The Maine Turnpike Authority is an equal opportunity employer and as such, requires all Contractors to pursue in good faith affirmative action programs.

THEREFORE;

The Contractor hereby agrees to the following requirements:

1. The Contractor will pursue an affirmative action program which includes procedures designed to increase the numbers of minorities, women, and handicapped at all levels and in all segments of the workforce where imbalances exist. Such a program should include an assessment of the existing situation, and the development of realistic goals for necessary actions. These goals and related procedures and timetables should not require rigid quotas but are commitments which the Contractor should make every good faith effort to achieve.
2. In connection with Contracts in excess of \$250,000, the Contractor will insure contractually that all Subcontractors shall also pursue an affirmative action program meeting the above requirements. The Contractor shall also ensure contractually that all Subcontractors with Contracts in excess of \$50,000 pursue an affirmative action program meeting the above requirements.
3. An affirmative action program will provide that no Contractor and/or Subcontractor will discriminate against an employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical handicap or mental handicap unless based upon a bona fide occupational qualification. Such action shall include, but not necessarily be limited to, the following; employment, upgrading, demotions, transfers, recruitment or recruitment advertising, layoffs or terminations, rates of pay and compensation, and selection for training and apprenticeship.

Paragraph (D), Prevention of Sexual Harassment, is deleted and replaced with the following:

Contractors are responsible, under Maine State Law, for ensuring and maintaining a Work environment that is free from sexual harassment. The Contractor shall comply with all relevant provisions of Maine State Law in regard to sexual harassment including, but not necessarily limited to, 5 MRSA 4572, 26 MRSA 806-807, and the regulations of the Maine Human Rights Commission.

Subsections 105.10.2 (E), DBE Reporting Requirements, and (F), Certification of Continuing EEO Efforts, are deleted and not replaced.

105.11 Other Federal Requirements

This Subsection is deleted in its entirety and not replaced.

The following Subsection is added:

105.12 Limitations of Operations

The Contractor shall keep the existing shoulder clear of construction activity except for the period of shoulder reconstruction. The Contractor shall not park or store construction equipment, vehicles, or materials on the shoulder. Construction vehicles shall not enter the mainline travel lane until they can safely merge with the traffic in the travel lane. The construction access shall be in accordance with the details in the Plans. The Resident must approve all shoulder closures.

Existing drainage shall be maintained at all times. All ditches that discharge into wetlands shall have a series of stone check dams installed in the ditch near the outlet prior to the commencement of clearing activities in the area.

SECTION 106 – QUALITY

106.3.3 Sources

Paragraph A, General, is amended by the addition of the following:

Preference in the purchase of supplies and materials, other considerations being equal, shall be given in favor first of supplies and materials manufactured and sold within the State of Maine, and second, of supplies and materials manufactured within the United States. Materials and supplies sold outside the United States will be considered third in the preference order.

106.3.4 Storage

This Subsection is amended by the addition of the following:

The Contractor shall be responsible for the security of all storage areas. Materials and supplies that are stolen, damaged or otherwise made unacceptable while in storage shall be replaced in kind at the Contractor's own expense.

106.3.7 Sampling and Testing

The forth paragraph is deleted in its entirety and not replaced.

106.6 Acceptance

All paragraphs after the first paragraph are deleted and not replaced.

106.8.3 Unauthorized Work

The following paragraphs are added:

No omission or failure on the part of the Resident to disapprove or reject any Work or material shall be taken to be an acceptance of any defective Work or material. Within the time set by the Resident, the Contractor shall remove any Work or material condemned by the Resident and shall rebuild and replace the same without extra compensation and in default thereof the removal and replacement may be done by the Authority at the expense of the Contractor; or, in case the Resident should not consider the defect of sufficient importance to require the Contractor to rebuild or replace any imperfect Work or material, he shall have power, and is hereby authorized, to make an equitable deduction from the Contract price.

Materials which do not conform to the requirements of these Specifications shall be considered as defective and will be rejected, whether in place or not, and shall be removed from the Project. No material which has been rejected, the defects of which have been corrected or removed, shall be used until approved by the Resident in writing.

SECTION 107 – TIME

The following Subsection is added:

107.1.1 Substantial Completion

An 80 percent reduction of retainage will be considered by the Authority when the Project is substantially complete. The Contractor shall include an explanation of the outstanding Work, an estimate of the cost to complete the Work, and a schedule for completing the Work. Seasonal limitations as well as warranty and establishment periods (for vegetation) shall be addressed.

107.3.1 General

This Subsection is amended as follows:

See related Subsection 101.2, Definitions: Holidays.

Work that impacts traffic may be subjected to further restrictions. See related Special Provision Section 652.

107.3.2 Night Work

This Subsection is amended by the addition of the following:

- The Maine Turnpike encourages the Contractor to construct the Project cost effectively while maintaining quality and conformance with all Federal, State and local laws. To facilitate this process, the Maine Turnpike recognizes that the Contractor may choose to construct portions of the Project at night.
- The following is a partial list of activities that would be favorably considered for night construction. The final determination of applicability by the Authority will be based on the Contractor's plan of operation. The Contractor shall demonstrate that the Work can be accomplished in conformance with the appropriate regulations.

Highway Related Work

- Installation and removal of traffic control devices (drums, concrete barrier, impact attenuators)
- Installation and removal of painted pavement markings
- Placement of pavement
- Sawcutting of pavement
- Installation and removal of guardrail

Bridge Related Work

- Delivery of materials (except oversize loads)
- Placement and removal of pier forms
- Shielding of old and new bridge
- Installation and removal of deck and diaphragm forms
- Installation and removal of overhang brackets
- Field painting and preparation of damaged paint areas
- Application of penetrating sealers
- Installation of sign panels on sign bridges

107.3.3 Sundays and Holidays

This Subsection is amended by the addition of the following:

“Saturday” is added before Sunday.

Requests to work outside of the allowable periods must be submitted in writing and approved by the Resident prior to the start of Work. Approval for Work, that in the Authority’s opinion will not significantly impact traffic flow, will not be unreasonably withheld.

107.4.2 Schedule of Work Required

This Subsection is amended by the addition of the following:

No Pay Requisition will be approved for payment until the schedule requirement is fulfilled and accepted by the Maine Turnpike Authority.

In addition to the Schedule required hereinbefore, the Contractor shall submit, no later than 12:00-noon every Thursday, a detailed plan of his operations for the following week. This plan shall show the type of Work to be done and the traffic lanes that are to be impacted. This updated plan will be used by the Resident to schedule the appropriate resources and inform other interested parties of the proposed Work.

107.4.4 Schedule Revisions

This Subsection is amended by the addition of the following:

The progress of Work shall be compared against the Schedule of Work at a job meeting once every month. If the Authority determines that the Contractor’s actual progress is not in substantial conformity with the Schedule of Work, then the Contractor shall submit a revised Schedule of Work to the Authority depicting the increased or decreased variations in activity durations and milestones as compared to previously submitted schedule(s). If noted in the meeting minutes, or directed in writing by the Resident, the Contractor shall submit a revised Schedule to the Authority within one week of the request. If a revised realistic Schedule is not received within one week of the request, the monthly pay requisition will be withheld. Failure to modify completion dates without a commitment to modify Project resources shall be deemed an unrealistic Schedule unless the particular activity had adequate float.

107.7.2 Schedule of Liquidated Damages

The table of liquidated damages is deleted and replaced with the following:

Original Contract Amount From More Than	Original Contract Amount up to and Including	Amount of Liquidated Damages per Calendar Day
\$0	\$100,000	\$100
\$100,000	\$300,000	\$200
\$300,000	\$500,000	\$400
\$500,000	\$1,000,000	\$575
\$1,000,000	\$2,000,000	\$750
\$2,000,000	\$4,000,000	\$900
\$4,000,000	and more	\$1,875

This Subsection is amended by the addition of the following:

At the option of the Authority, the Contractor may be held responsible for all costs incurred by the Authority which are due to any Work that remains incomplete after the time specified for the completion of the Contract, in addition to the daily calendar day charge.

107.9.1 Final Clean-up and Finishing

This Subsection is amended by the addition of the following:

No separate payment will be made for final clean-up and restoration of property, but the cost thereof shall be included in the prices bid for the various items scheduled in the Proposal.

SECTION 108 - PAYMENT

108.1 Measurement of Quantities for Payment

This Subsection is amended by the addition of the following:

The quantities in the Schedule of Items are the approximate totals. The breakdown of quantities for various locations is approximate and is for information only. No change in the bid price will be considered for changes in the actual quantities at each location except as provided for in Subsection 109.1, Changes in Quantities.

108.1.2 General Measurement Provisions

The first sentence is deleted and replaced with the following:

The Maine Turnpike Authority will utilize the U.S. Customary system for all units of measurement.

108.1.3 Provisions Relating to Certain Measurements

This Subsection is amended by the addition of the following:

No allowance will be made for surface laid over a greater area than indicated on the Plans or otherwise authorized, or for excavation removed or embankment placed beyond the slope lines shown on the cross-sections, except as otherwise specifically noted or authorized by the Resident in writing.

108.2.1 Generation of Progress Payment Estimates

The first paragraph is deleted and replaced with the following:

The Resident will make current estimates in writing once each month, on or before the date set by the Resident at the time of starting Work, or from time to time as the Work progresses. Progress payments twice per month will not be allowed. The estimate shall include all materials complete in place and the amount of Work performed in accordance with the Contract, during the preceding month or period and the value thereof figured at the unit prices contracted together with estimates of the cost of Extra Work performed during the same period. Estimates or payments will not be made, if in the opinion of the Resident, the Work is not proceeding in accordance with the provisions of the Contract. The Contractor agrees to waive all claims relating to the timing and amount of such estimates.

108.2.2 Payment

The first two sentences are deleted and replaced with the following:

The Maine Turnpike Authority will make payment within 30 days of Contractor and Resident concurrence of progress payment.

108.2.3 Mobilization Payments

The second paragraph is deleted and replaced with the following:

- A. The first payment of 50 percent of the lump sum price for mobilization or five percent of the original Contract Amount, whichever is less, will be made with the first monthly estimate.
- B. The second payment of 25 percent of the lump sum price for mobilization or 2.5 percent of the original Contract Amount, whichever is less, will be made following completion of 25 percent of the proposed Contract Amount.
- C. The third payment of 25 percent of the lump sum price for mobilization or 2.5 percent of the original Contract Amount, whichever is less, will be made following completion of 50 percent of the proposed Contract Amount.
- D. Upon substantial completion of the Work on the Project, as determined by the Resident, payment of any amount bid for mobilization in excess ten percent of the original Contract Amount will be paid.

All payments are subject to standard retainage.

Demobilization will not be measured separately for payment, but shall be incidental to Item 659.10, Mobilization.

108.3 Retainage

This Subsection is deleted and replaced with the following:

From the total of the amounts so ascertained there will be deducted an amount equivalent to 7.5 percent of the whole, to be retained by the Authority until after the completion of the entire Contract in an acceptable manner, and the balance, or a sum equivalent to 92.5 percent of the whole shall be certified by the Resident to the Authority for payment.

If it became evident, on the basis of approved progress schedules, or otherwise, that the completion date for the Contract will not be met, the Authority reserves the right to retain the amount of the liquidated damages which have apparently accumulated, in addition to 7.5 percent of the value of the Work done to date.

If at any time there shall be evidence of any lien or claim for which, if established, the Authority might become liable and which is chargeable to the Contractor, the Authority shall have the right to retain out of any payment, then due or thereafter to become due, an amount sufficient to completely indemnify the Authority against such lien or claim.

If the Contractor elects to furnish to the Authority a surety bond in the amount of twice the amount of all liens or claims pending against the Contractor, then the Authority will not exercise the aforementioned right to make retention out of payments on account of such liens or claims.

The payment of any current estimates or of any retained percentages shall in no way affect the obligations of the Contractor to repair or renew any defective parts of the construction and to be responsible for all damage due to such defect.

All material estimates and payments shall be subject to correction in subsequent partial estimates and payments and on the final estimate and payment.

108.4 Payment for Materials Obtained and Stored

The first paragraph is amended as follows:

In the second sentence, the words "...Delivered on or near the Work site at acceptable storage places." are deleted and not replaced.

108.4.1 Price Adjustment for Hot Mix Asphalt

This Subsection is deleted and replaced with the following:

For Contracts containing an excess of 5,000 tons of bituminous pavement, an asphalt price adjustment will be made for all bituminous concrete placed six (6) months after the bid date of the Contract. No asphalt price adjustment will be allowed for Contracts containing less than 5,000 tons. For Contracts containing more than 5,000 tons, no adjustment will be made for asphalt placed at any time within six months of the bid date.

Price adjustment will be based on the variance in cost for the performance-graded binder component of the hot mix asphalt. The quantity of hot mix asphalt for each pay item will be multiplied by performance graded binder given in the table below, times the difference in price in excess of ten percent between the base price and the period price of asphalt cement. Adjustments will be made upward or downward, as prices increase or decrease. The quantity of Hot Mix Asphalt will be determined from the quantity shown on the progress estimate for each pay period. The base price of performance graded binder to be used is the price per standard ton current with the bid opening date. The period price shall be determined by the Authority and shall be the price per standard ton current with the ending date of the progress estimate. The prices shall be determined by using the average N.E. Barge Price, FOB, as listed in the Asphalt Weekly Monitor.

Plant Mix B Pavement	4.0%
Hot Bituminous Pavement Grading B	4.5%
Hot Bituminous Pavement Grading C	5.5%
Hot Bituminous Pavement Grading D	5.5%
Hot Bituminous Pavement Grading E	5.5%

108.5 Right to Withhold Payment

This Subsection is amended by the addition of the following:

- L. Contractor's failure to, or refusal to, remove within 24-hours after receipt of proper notice, any employee or person engaged in Work under Contract.
- M. Contractor's failure to submit required schedule or schedule updates.

108.6 Taxes, Fees, Allowances, and Notices

This Subsection is amended by the addition of the following:

The Maine Turnpike Authority, an agency of the State of Maine, is exempt from payment of sales tax, under the present Maine Sales Tax Law, on any property purchased by it at retail for consumption. The Maine Tax Bureau has interpreted this to mean that all materials purchased by the Contractor which ultimately remain the property of the Maine Turnpike Authority, even though in a changed form, are not subject to the sales tax.

108.8 Final Payment

This Subsection is amended by the addition of the following:

Before final payment is made, the Contractor shall furnish to the Authority, on the forms prescribed (Sheet F-1), a sworn affidavit to the effect that no claims are pending. If such affidavit that claims have been paid cannot be given because of a dispute as to the amount or legality of such claim, the Contractor's affidavit shall clearly set out the facts as to the name, address, amount, and nature of the dispute. The Authority will review the matter and will make payment that the Authority deems is appropriate to the Contractor.

SECTION 109 – CHANGES

109.1.1 Changes Permitted

The following is added to the end of the paragraph:

There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s).

109.1.2 Substantial Changes to Major Items

The following is added to the end of the paragraph:

Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Authority.

109.3 Extra Work

The following paragraphs are added:

No Extra Work shall be performed except pursuant to the written orders of the Resident, expressly and unmistakably indicating its intention to treat the Work described therein as Extra Work.

If the Contractor determines that Work directed by the Resident is Extra Work, he shall, within 48-hours, give written notice thereof to the Resident stating why he deems it to be Extra Work and shall furnish to the Resident daily time slips and memoranda for the purpose of affording to the Authority an opportunity to verify the Contractor's claim at the time and (if it desires to do so) cancel promptly such order, direction or requirement of the Resident.

Accordingly, the failure of the Contractor to serve such notice or to furnish such time slips and memoranda shall be deemed to be a conclusive and binding determination on his part that the direction, order or requirement of the Resident does not involve the performance of Extra Work, and shall be deemed to be a waiver by the Contractor of all claims for additional compensation or damages by reason thereof.

Refer to related Subsections 104.4.2, Preconstruction Conference, and 109.7.5, Force Account Work.

109.4 Differing Site Conditions

109.4.1 Definition

This Subsection is amended by the addition of the following:

Paragraph (A) is the definition of Differing Site Conditions. Paragraphs (B), (C) and (D) are not all required along with Paragraph (A) to prove Differing Site Conditions. However, they will be considered by the Maine Turnpike Authority as part of the evaluation of Differing Site Conditions. See related Subsection 102.3, Examination of Documents, Site, and Other Information.

109.4.4 Investigation / Adjustment

This Subsection is amended as follows:

In the third sentence, delete the words “Subsections (A) - (E)”.

109.5.1 Definitions - Types of Delays

This Subsection is amended as follows:

B. Compensable Delay -

Replace (1) with the following:

1(A) a weather related Uncontrollable Event of such an unusually severe nature that a Federal Emergency Disaster is declared. The Contractor will only be entitled to an Equitable Adjustment if the Project falls within the geographic boundaries prescribed under the disaster declaration.

1(B) a weather related Uncontrollable Event of such an unusually severe nature that the Contractor's critical path schedule is disrupted.

109.5.2 Entitlement to Adjustments

This Subsection is amended as follows:

A. Types of Adjustments -

Paragraph 2. is deleted and replaced with the following:

2. If a Compensable Delay 1(A), (2), or (3), the Contractor is entitled to an extension of time and an equitable adjustment as set forth in Subsection 109.7, Equitable Adjustment to Compensation. If a Compensable Delay 1(B), the Contractor is entitled to an extension of time and an equitable adjustment as set forth in Subsection 109.7, Equitable Adjustment to Compensation, except that Cost of extended jobsite overhead and time will not be allowed.

109.5.5 Documenting the Delay and Request for Adjustments

The last paragraph is deleted and replaced with the following:

The Authority may require that all cost shown in the report be certified by an accountant.

109.5.6 Decision by Program Manager

This Subsection is deleted and not replaced.

Refer to related Subsection 104.4.2, Preconstruction Conference.

109.5.7 Additional Consideration by Department

This Subsection is deleted and not replaced.

Refer to related Subsection 104.4.2, Preconstruction Conference.

109.6.1 Overview - General Requirements

This Subsection is amended by the addition of the following:

The Maine Turnpike will not participate in any costs borne by the Contractor that are not in accordance with Maine Turnpike policies. All money paid to a business or resident as compensation for impacts created by the Contractor's operation will not be reimbursed by the Authority. All Contractor costs must be documented. Monies paid by the Contractor to others must be documented by a receipt for the cost to be considered as part of the VECP. Copies of all receipts shall be submitted to the Resident.

109.7.2 Basis of Payment

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

Equitable Adjustments will be established by mutual Agreement for compensable items listed in Subsection 109.7.3, Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Subsection 109.7.5, Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment.

109.7.3 Compensable Items

This Subsection is deleted and replaced with the following:

The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried workers and salaried foremen.
2. Costs for Materials.
3. A markup on the totals of Items 1 and 2 of this Subsection (109.7.3) for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.

4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Subsection 109.7.5(C), or the Contractor's Actual Costs.
5. Costs for extended jobsite overhead.
6. Time.
7. Subcontractor quoted Work, as set forth below in Subsection 109.7.5, Force Account Work.

109.7.5 Force Account Work

This Subsection is amended by the addition of the following:

C. Equipment

When the Contractor is paid for furnishing and operating equipment on an hourly or daily basis, it shall be operated as approved by the Resident in such a manner as to obtain maximum production under the prevailing conditions. The Resident may order the removal and require replacement of any unsatisfactory equipment.

The first sentence of the second paragraph, which begins: "Equipment leased...", is deleted.

The second sentence of the sixth paragraph is changed from "The Contractor may furnish..." to read "If requested by the Authority, the Contractor will produce cost data to assist the Authority in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records."

The following sentence is added:

Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10 percent markup for administrative costs.

The following sentence is added:

F. Subcontractor Quoted Work - When accomplishing Force Account Work that utilizes Subcontractor quoted Work, the Contractor will be allowed a maximum markup of five percent for profit and overhead.

SECTION 110 - INDEMNIFICATIONS, BONDING AND INSURANCE

110.2.1 Bonds

The first three paragraphs are deleted and replaced with the following:

The Bidder to whom the Contract is awarded shall furnish a Surety Corporation Bond, satisfactory to the Authority, on the form of the Contract Bond bound herewith, as security for the faithful performance of the Work. The Contract Bond must be executed or countersigned on the part of such Surety by the Resident Agent of the Surety for the State of Maine.

The Bond shall be in an amount not less than the Total Amount bid in the Proposal and shall be maintained by the Contractor until the final payment under the Contract is made. In the event of insolvency of the Surety, the Contractor shall forthwith furnish and maintain as above provided, other security satisfactory to the Authority.

If the Contractor is unable to continue the Work, then the completion of the Contract shall be the sole responsibility of the Surety. The Surety shall assume the role of and become the Contractor. Work shall not commence until the Authority has approved, in writing, the Subcontractor's employed by the Surety. All Work to complete the Contract will be paid for at Contract bid prices as shown on the Proposal bid sheets. All payments made by the Authority will be paid directly to the Surety who in turn will then pay the Subcontractors and suppliers. Regardless of the amounts previously paid to the Contractor as Progress Estimates for Work reported to have been put in place by the Contractor or his Subcontractors, the full Scope of the Contract Work shall be completed by the Surety and its designates for compensation not to exceed the Contract Price less the aggregate of prior payments to the Contractor.

110.2.3 Bonding for Landscape Subcontractors

This Subsection is deleted and replaced with the following:

110.2.3 Bonding for Landscape Establishment Period

The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

The Bond shall be in the full amount for all Pay Items for Work pursuant to Section 621, Landscape, made payable to the Maine Turnpike Authority.

The Contractor shall pay all premiums and take all other actions necessary to keep said Bond in effect for the duration of the Landscape Establishment Period as described in Special Provision 621.0036, Establishment Period. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new Bonds complying with this Subsection and within 10 days of the date the Contractor is notified or becomes aware of such change.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

By issuing a Bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department's self help remedy as provided in Subsection 112.1, Default, to the same extent as if all terms of the Contract are contained in the Bond(s).

Regarding claims related to any obligations covered by the bond, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety's waiver of any right to deny or contest payment and the Surety's acknowledgment that the claim is valid and undisputed.

110.3 Insurance

This Subsection is amended by the addition of the following:

Each policy shall be signed by the President and Secretary of the insurance company and shall be countersigned by a licensed Resident Agent of the State of Maine as an authorized representative of the company.

Before Work is commenced pursuant to the Agreement, the Contractor shall file with the Authority a Certificate of Insurance, executed by an insurance company or companies satisfactory to the Authority and licensed or approved by the State of Maine Department of Business Regulation, Bureau of Insurance to do business in the State of Maine, stating that the Contractor carries insurance in accordance with the requirements of the Contract.

If at any time, any of the said policies shall be or become unsatisfactory to the Authority, the Contractor shall promptly obtain new and satisfactory policies and furnish certificates therefor as required above. All policies shall contain a valid provision or endorsement providing that the insurance company will notify the Authority in writing at least thirty (30) days prior to the termination of any policy or before any changes are made in any policies. The policy shall also indicate which exclusions have been deleted and any additional coverages.

Neither approval by the Authority, nor a failure to disapprove insurance furnished by a Contractor, shall release the Contractor of full responsibility for liability, damages and accidents as set forth herein.

No separate payment shall be made for any insurance that the Contractor may be required to carry, but all costs thereof shall be included in the prices bid for the various items scheduled in the Proposal.

The following Subsection is added:

110.3.05 Umbrella Liability

An Umbrella Liability Policy in excess of Employer's Liability, General Liability, and Automobile Liability shall be provided with a limit of \$4,000,000.

110.3.2 Commercial General Liability

This Subsection is amended by the addition of the following:

Where the Work to be performed has to do with railroads, then railroad Protective Liability Insurance shall be provided, with the Maine Turnpike Authority as a named insured.

The Contractual Liability Insurance shall cover the Contractor's obligation to indemnify the Authority as provided in Subsection 110.1, Indemnification.

110.3.4 Professional Liability

The first sentence is deleted and replaced with the following:

Contractors who engage in design Work, preliminary engineering Work, and environmental consulting Work for the Authority shall maintain a Professional Liability policy for errors and omissions with a minimum limit of liability of \$5,000,000. The Authority reserves the right to require increased insurance limits for certain major Projects.

110.3.5 Owner's and Contractor's Protective Liability

This Subsection is deleted and replaced with the following:

For Projects with a Contract price in excess of \$500,000, an "Owner's Protective" policy in the name of the Maine Turnpike Authority, with a \$5,000,000 limit, shall also be provided.

110.3.6 Builder's Risk Insurance

This Subsection is amended by the addition of the following:

The Contractor shall provide Builder's Risk Insurance if the Project requires it. This determination will be made by the Authority and shall be so stated in the Special Provisions. The insurance coverage shall be shown on a special form and provide for transient and off-premise coverage and materials intended for use at the Project site. Any exclusion related to design, materials, or workmanship shall not apply to resulting damage.

110.3.8 Administrative and General Provisions

A. Additional Insured

This paragraph is deleted and replaced with the following:

Each policy, with the exception of Workers' Compensation and Professional Liability Insurance, shall name the Authority as an additional named insured. The Maine Turnpike Authority Contract Number shall be clearly stated on each policy.

SECTION 111 - RESOLUTION OF DISPUTES

111.1.2 Escalation Process

This Subsection is deleted and replaced with the following:

To resolve Issues and Disputes, the Contractor and the Maine Turnpike Authority will develop a Decision Matrix at the preconstruction or partnering meeting. See related Subsection 104.4.2, Preconstruction Conference. If an issue is not resolved, the matter becomes a Dispute and is eligible for settlement by an Alternate Dispute Resolution (ADR) process as outlined in this Section. Either the Authority or the Contractor may request an ADR process. If a Contractor is dissatisfied with an ADR recommendation, the decision may be appealed to the MTA Executive Director. A decision by the MTA Executive Director may be appealed to either Mediation or Arbitration. All costs of ADR, including Neutral Evaluations, Dispute Review Boards (DRBs), Mediation or Arbitration shall be shared equally.

ALTERNATIVE DISPUTE RESOLUTION

Preliminary ADR:

The purpose of the optional use of ADR is to assist the consenting parties to resolve disputes in a manner that complies with the Contract, that is fair, impartial, less expensive, faster and less formal than litigation. A Project issue becomes a Dispute eligible for ADR only when mutually acceptable resolution can not be achieved within the Decision Matrix-prescribed time period at the level of the Authority's Chief Operating Officer (COO), and the Contractor's Principal.

The Contractor and the Authority shall select a mutually acceptable form of Preliminary ADR from the following options, with the preference expressed in the order of listing.

1. **NEUTRAL EVALUATION:** Jointly selected by the disputing parties, the Neutral would conduct a third party, neutral investigation of both sides of the dispute, resulting in the submission of a Report of Recommended Settlement to the disputing parties.
2. **DISPUTE REVIEW BOARD (DRB):** The parties would jointly select two to three mutually acceptable experts who would hear and weigh a presentation of positions and evidence by the parties; resulting in the issuance by the DRB of a Recommended Settlement of the matter.

Recommendations by either a Neutral or a DRB will be non-binding unless the parties mutually agree in writing at the time of process selection that such recommendations will be binding.

Appeal to the Executive Director:

If either party rejects a recommendation resulting from ADR, the Dispute may be appealed to the Executive Director of the Authority. Once a dispute has been submitted to ADR, no party shall discuss the elements of the dispute with the Executive Director.

Final ADR - Mediation or Arbitration:

At the request of the Contractor, appeal decisions rendered by the Executive Director may be appealed by the Contractor to a Final ADR process of either Mediation or Arbitration. The costs of Mediation or Arbitration shall be borne equally by the Contractor and the Authority. Decisions by either a Mediator or an Arbitrator(s) will be non-binding unless the parties mutually agree in writing at the time of process selection that such recommendations will be binding.

NOTE: It is the intent of this Specification to retain maximum flexibility for the specific procedures for either Preliminary or Final Alternative Dispute Resolution. The processes shall follow the guidelines of construction industry ADR practices in general. The Authority and the Contractor will contribute equal input to the selection of location, methods, experts and timing of such processes. When a Dispute Review Board is utilized, the Authority and the Contractor shall have equal veto power in the selection of DRB composition.

111.1.8 Commissioner Communications Before Appeal

This Subsection is deleted and not replaced.

111.2 Project Level Negotiation to 111.6 Judicial Review

These Subsections (inclusive) are deleted and not replaced.

SECTION 112 - DEFAULT AND TERMINATION

112.2 Termination

This Subsection is amended by the addition of the following:

When the Contract is terminated, the Contractor shall, if so required by the Authority, promptly remove any or all of his/her equipment and supplies from the Project site or from other property of the Authority, failing which the Authority may remove such equipment and supplies at the expense of the Contractor.

SECTION 203 - EXCAVATION AND EMBANKMENT

203.01 Description

The following is added at the end of the last paragraph:

Unclassified bids are submitted at the sole risk of the Bidder. The Contractor shall only be entitled to compensation at the unit prices submitted for the actual quantity of Common Excavation and Rock Excavation. No additional compensation shall be considered for changes from the estimated quantities to the actual quantities regardless of the reason for the change.

203.18 Method of Measurement

The seventh paragraph is amended as follows:

Elevations for final cross sections shall be determined as shown and calculated on the Plans. Measurements shall be determined at the bottom of loam line unless otherwise noted.

SECTION 502 - STRUCTURAL CONCRETE

502.10 Forms and False Work

D. Removal of Forms and False Work

The first paragraph is amended as follows:

In the first, second, and third sentences, "forms and false work" are replaced with "forms".

502.11 Placing Concrete

G. Concrete Wearing Surface and Structural Slabs on Precast Superstructures

The last paragraph is amended as follows:

In the third sentence, replace "The temperature of the concrete shall not exceed 24°C [75°F] at the time of placement." with "The temperature of the concrete shall not exceed 24°C [75°F] at the time the concrete is placed in its final position."

502.15 Curing Concrete

The first paragraph is amended as follows:

The first sentence is replaced with: "All concrete surfaces shall be kept wet with clean, fresh water for a curing period of at least seven (7) days after concrete placing, with the exception of vertical surfaces as provided for in Subsection 502.10 (D), Removal of Forms and False Work.

The second paragraph is amended as follows:

The first two sentences are deleted.

The third paragraph is amended as follows:

The entire paragraph, which starts "When the ambient temperature....", is deleted.

The fourth paragraph is amended as follows:

Delete "approved" to now read "...continuously wet for the entire curing period...".

The fifth paragraph is amended as follows:

The second sentence is changed from "...as soon as it is possible to do so without damaging the concrete surface." to: "...as soon as possible."

The seventh paragraph is amended as follows:

The first sentence is changed from "...until the end of the curing period." to "...until the end of the curing period, except as provided for in Subsection 502.10(D), Removal of Forms and False Work."

SECTION 503 - REINFORCING STEEL

503.06 Placing and Fastening

The second paragraph is amended as follows:

The third sentence is changed from "All tack welding shall be done in accordance with Section 504, Structural Steel." to "All tack welding shall be done in accordance with AWS D1.4, Structural Welding Code - Reinforcing Steel."

SECTION 504 - STRUCTURAL STEEL

504.09 Facilities for Inspection

The following is added to the last paragraph:

Failure to comply with the above requirements will be consider to be a denial to allow access to Work by the Contractor. The Department will reject any Work done when access for inspection is denied.

504.18 Plates for Fabricated Members

The second paragraph is amended as follows:

The first sentence is changed from "...ASTM A 898/A 898 M..." to "...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and...".

504.31 Shop Assembly

The following is added to the last sentence:

The minimum assembly length shall include bearing centerlines of at least two substructure units.

SECTION 535 - PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials

"Steel Strand for Concrete Reinforcement" is changed to "Steel Strand."

The following is added to the beginning of the third paragraph:

Concrete shall be Class P conforming to the requirements in this Subsection. Twenty-eight day compressive strength shall be as stated on the Plans. Coarse aggregate...

535.05 Inspection Facilities

The following is added to the last paragraph:

Failure to comply with the above requirements will be considered to be a denial to allow access to Work by the Contractor. The Department will reject any Work done when access for inspection is denied.

535.26 Lateral Post-Tensioning

The first paragraph is replaced with the following:

Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 feet] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force as noted in the Plans. The applied jacking force shall be no less than 100 percent of the design jacking force.

SECTION 603 - PIPE CULVERTS AND STORM DRAINS

603.0311 Corrugated Polyethylene Pipe for Option III

Minimum Mandrel Diameter Table is replaced with the following:

Nominal Size US Customary (in)	Minimum Mandrel Diameter (in)	Nominal Size Metric (nun)	Minimum Mandrel Diameter (mm)
12	11.23	300	280.73
15	14.04	375	350.91
18	16.84	450	421.09
24	22.46	600	561.45
30	28.07	750	701.81
36	33.69	900	842.18
42	39.30	1050	982.54
48	44.92	1200	1122.90

SECTION 604 - MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials

The following are added:

Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09

SECTION 605 - UNDERDRAINS

605.05 Underdrain Outlets

The first paragraph is amended as follows:

In the second sentence, the words "metal pipe" are deleted.

SECTION 606 - GUARDRAIL

606.02 Materials

The fourth paragraph, which reads "Retroreflective beam guardrail delineators..." is deleted and replaced with the following:

Reflectorized sheeting for Guardrail Delineators shall meet the requirements of Subsection 719.01, Reflective Sheeting. Delineators shall be fabricated from high-impact, ultraviolet and weather resistant thermoplastic.

The eighth paragraph, which reads "The sole patented supplier of multiple mailbox..." is deleted and replaced with the following:

Acceptable multiple mailbox assemblies shall be listed on the Department's Approved Products List and shall be NCHRP 350 tested and approved.

606.09 Basis of Payment

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

Butterfly-type guardrail reflectorized delineators shall be mounted on all W-beam guardrail at an interval of every 10 posts [62.5 feet] on tangents sections and every five posts [31.25 feet] on curved sections as directed by the Resident. On divided highways, the delineators shall be yellow on the left hand side and silver/white on the right hand side. On two-way roadways, the delineators shall be silver/white on the right hand side. All delineators shall have retroreflective sheeting applied to only the traffic facing side. Reflectorized guardrail delineators will not be paid for directly, but will be incidental to the guardrail items.

SECTION 615 - LOAM

615.02 Materials

This Subsection is amended as follows:

One hundred percent of the loam material must pass the two inch sieve.

Organic Content

Percent by Volume

Humus

"5% - 10%", as determined by Ignition Test

SECTION 618 - SEEDING

618.01 Description

The first sentence is amended to read:

This Work shall consist of furnishing and applying seed.

The words "and cellulose fiber mulch" are deleted from 618.01(a).

618.03 Rates of Application

The last sentence in 618.03(a) is deleted and replaced with the following:

These rates shall apply to Seeding Method 2, 3, and Crown Vetch.

In 618.03(c), "1.8 kg [4 lb]/unit." is deleted and replaced with "1.95 kg [4 lb]/unit."

618.09 Construction Method

In 618.09(a) 1, sentence two, "100 mm [four inches]" is replaced with "25 mm [one inch] (Method 1 areas) and 50 mm [two inches] (Method 2 areas)".

618.15 Temporary Seeding

The Pay Unit is changed from "Unit" to "Kg [lb]".

SECTION 620 - GEOTEXTILES

620.03 Placement

Section (c): Replace "Non-woven" in title with "Erosion Control".

The word "Non-woven" in the first paragraph is replaced with "Woven monofilament".

The word "Non-woven" in the second paragraph is replaced with "Erosion Control".

620.07 Shipment, Storage, Protection and Repair of Fabric

Section (a): the second sentence is replaced with the following:

Damaged geotextiles, as identified by the Resident, shall be repaired immediately.

620.09 Basis of Payment

Pay Item 620.58: "Non-woven" is replaced with "Erosion Control".

Pay Item 620.59: "Non-woven" is replaced with "Erosion Control".

SECTION 621 - LANDSCAPING

621.0036 Establishment Period

In the fourth and fifth paragraphs, "time of Final Acceptance" is replaced with "end of the period of establishment".

In the seventh paragraph, "Final Acceptance date" is replaced with "end of the period of establishment"; and "date of Final Acceptance" is replaced with "end of the period of establishment".

SECTION 626 - HIGHWAY SIGNING

626.034 Concrete Foundations

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

Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the Project is complete. If the lean is greater than two degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at his own cost.

SECTION 639 - ENGINEERING FACILITIES

639.04 Field Offices

This Subsection is amended by the addition of the following:

The Field Office location shall be approved by the Resident and shall be provided when the Contract starts and shall remain until the Contract is complete. The Contractor shall be responsible for furnishing and maintaining electricity, heat, facsimile machine and appliances for the entire duration of the Contract, which includes periods of time which Work has been suspended.

The Contractor shall provide a plain paper (8-1/2" x 11") fax/copier machine with a 10 page (minimum) auto document feeder, 15 page (minimum) fax memory, 50 sheet (minimum) paper capacity, and a transmission speed of six pages (minimum) per minute for the Resident's use during the Project. All maintenance and supplies shall be the responsibility of the Contractor. The fax machine shall be connected to a separate telephone line so that the fax machine operates independent of the telephone and answering machine. A total of three phone lines shall be provided by the Contractor. All of the costs associated with the above shall be the responsibility of the Contractor except for the monthly telephone charges.

The following are not required:

- Accessible route conforming to the Americans with Disabilities Act
- Wheelchair accessible toilet

639.09 Telephone

This Subsection is amended as follows:

The Contractor shall be reimbursed at cost for the monthly telephone service charges. Telephone service shall remain throughout the Contract including periods of seasonal shutdowns.

639.11 Basis of Payment

The following is added after the first paragraph:

The Contractor shall be reimbursed at cost for the monthly telephone service charges. No additional markup will be allowed. The Contractor shall submit copies of the monthly bills to the Resident for payment.

SECTION 652 - MAINTENANCE OF TRAFFIC

652.2 Materials

The first sentence in the second paragraph is replaced with the following:

All construction signs shall be fabricated with super high intensity (ASTM 4956 – Type VII) retroreflective sheeting. All construction signs and construction sign packages shall have the Type VII sheeting material. 3924 Diamond Grade fluorescent orange sheeting manufactured by 3M conforms to ASTM 4956 – Type VII.

652.2.4 Other Devices

The eighth paragraph is amended by the addition of the following:

The Portable Message Signs shall be capable of being programmed remotely by telephone, of monitoring the speed of traffic in a travel lane, and of displaying a message in response to a vehicle exceeding an allowable speed threshold. The Contractor shall submit a catalog cut to the Resident for approval, establish a cellular account so that signs may be programmed remotely and provide training for the operation of the sign to the Resident.

The portable-changeable message signs may be moved throughout the Project area as required to provide advance warning of construction operations which may impact the flow of traffic as well used during lane closures to display messages relative to the speed of traffic. The Contractor shall remove, transport and maintain the signs as directed and approved by the Resident.

The Authority will be responsible for the actual programming of the signs.

A deduction will be made from money due the Contractor for signs that fail to operate for extended periods of time.

The following Subsection is added:

652.2.5 Safety Vests

All jobsite personnel shall wear a safety vest labeled as ANSI 107-199 standard performance for Class 2 risk exposure or an equivalent.

652.3.1 Responsibility of the Department

The first paragraph is deleted and replaced with the following:

The Authority will provide Project specific traffic control requirements and traffic control plans for use by the Contractor. The specific traffic control requirements for the Project are identified in Special Provision Section 652, Maintenance of Traffic (Specific Project Maintenance of Traffic Requirements). No revisions to these requirements or Plans will be permitted unless the Contractor can thoroughly demonstrate an overall benefit to the public and a Contract Modification is approved.

The following sentence is added to the end of this Subsection:

The Maine Turnpike Authority may erect lane closures on the mainline within the Project area to collect survey, provide layout, and for any other reasons deemed necessary by the Resident.

652.3.2 Responsibility of the Contractor

The first paragraph is amended as follows:

The Contractor shall provide continuous and effective traffic control and management for the Project that is appropriate to the means, methods and sequencing allowed by the Contract; and consistent with the Traffic Control Plans and Maintenance of Traffic Specifications. The Contractor is responsible for ensuring a safe environment for the Contract workforce, local road users, and turnpike users; and maintaining the safe efficient flow of traffic through the construction zone at all times during the Contract. The protocols and requirements outlined in the Contract shall be strictly enforced.

The following paragraph is added:

The Contractor shall designate a supervisor to be responsible for the safe placement and maintenance of all traffic control devices. This individual shall be trained to safely install and maintain the devices. The Contractor shall submit to the Resident, in writing, documentation stating that this individual has reviewed and understands the traffic control requirements of the Contract and the Manual of Uniform Traffic Control Devices.

652.3.3 Submittal of Traffic Control Plan

This Subsection is deleted and not replaced.

652.3.4 General

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

Prior to starting any Work on any part of the Project adjacent to or being used by the traveling public, the Contractor shall install the appropriate traffic control devices in accordance with the Plans, Specifications and the latest edition of the Manual of Uniform Traffic Control Devices, Part VI. The Contractor shall continuously maintain the traffic control devices in their proper position, and they shall be kept clean, legible and in good repair throughout the duration of the Work. The Contractor shall correct all problems or violations upon observation by the Contractor or upon notification by the Resident. Failure to correct a problem within one hour of notification during non-working hours or to respond immediately to a problem during Work hours, shall result in a penalty of \$150.00 per occurrence. The Resident shall be the sole judge as to the time and response.

No equipment or vehicles of the Contractor, their Subcontractors, or employees engaged in Work on this Contract shall be parked or stopped on lanes carrying traffic, or on lanes or shoulders adjacent to lanes carrying traffic, at any time, except as required by ongoing Work operations. Contractor equipment or vehicles shall never be used to stop, block, or channelize traffic.

Vehicles parked on the shoulder shall be located so all portions of the vehicle(s) are a minimum of one foot from the traveled way. No operation (including loading or unloading vehicles) shall be conducted on or near the traveled lanes or shoulders without first setting up the proper lane closure and traffic control devices. These precautions shall be maintained at all times while this Work is being performed.

The Contractor shall keep all paved areas of the highway as clear as possible at all times. No materials shall be stored on any paved area of the highway or within 30 feet of the traveled way (unless protected by concrete barriers and specifically approved by the Resident). Private vehicles owned by Contractor's employees shall be parked close together in a group no closer than 30 feet from the traveled way in pre-approved areas.

Channelization devices shall include Vertical Panel Markers, Barricades, Cones, and Cones and Drums. These devices shall be installed and maintained at the spacing shown on the Traffic Control Plans, or determined by the MUTCD, through the Work area.

No lane closures will be allowed during non-working hours, weekends and/or holiday periods unless included in the Contract as long-term traffic control requirement or approved by the Resident.

Any special signs, barricades or other devices deemed necessary by the Resident shall be furnished and maintained by the Contractor. Extra care shall be taken so that the traffic flow will not be disturbed. The use of construction signs and warning devices not shown on the Plans or in the MUTCD, unless approved by the Resident, will be prohibited.

The Contractor's personnel and equipment shall avoid crossing traffic whenever possible. No Contractor's vehicle may slow down or stop in a traffic lane unless said lane has previously been made safe with signs and barricades as required by the Resident.

No vehicle will move onto the traveled way at such a time or in such a manner so as to cause undue concern or danger to traffic approaching from either direction. The Contractor or his employees are not empowered to stop traffic.

The Contractor shall take necessary care at all times, in all operations and use of his equipment, to protect and facilitate traffic. During periods of idleness, the equipment shall not be left in a way to obstruct the traffic artery or to interfere with traffic.

The following Subsection is added:

652.3.41 Local Road General Requirements

Channelization devices consisting of barricades or drums, at a maximum spacing of 50 feet, shall be used in guardrail areas when neither the existing nor the new guardrail is in place. The Contractor shall not remove guardrail until absolutely necessary for construction operations in that area. The guardrail shall be replaced as soon as possible thereafter.

All excavation areas adjacent to the roadway shall be channelized continuously in both directions for the length of the Project in all areas where the centerline strip is not effective in accordance with the latest edition of MUTCD.

Where the roadway is adjacent to an area being excavated or filled, a minimum two foot shoulder should be maintained and the effective slope of the earth excavation or fill slope, beyond the two foot shoulder, shall not be steeper than 1-1/2 horizontal to 1 vertical. The effective slope of rock excavation shall not be steeper than 1 horizontal to 1 vertical beyond the two foot shoulder. In the case of cuts over five feet deep, an earth berm or other approved barrier shall be placed between the travel lane and the excavated area. In this instance, travel speeds shall be limited by specific advisory signing to 20 miles per hour in all cases. When excavation does not leave sufficient usable widths to maintain two-way traffic as provided in Subsection 105.4, Maintenance of Work, one-lane traffic controlled by a traffic signal or continuous flagging may be considered. Closely spaced vertical panels, drums or other channelizing devices shall be used on any of these types of areas that are left exposed for short durations.

When paving operations or shoulder grading leave a three inch or less exposed vertical face at the edge of the traveled way, channelization devices shall be placed two feet outside of the pavement at intervals not exceeding 600 feet and a 48 inch by 48 inch W8-9 “Low Shoulder” sign shall be placed at a maximum spacing of 1/2 mile. When paving operations or shoulder grading leave a three inch or greater exposed vertical face at the edge of the traveled way, the Contractor shall place shoulder material for a width of at least four feet to meet the pavement grade, and place channelizing devices as above, before the lane is opened to traffic.

652.3.5 Installation of Traffic Control Devices

The first paragraph is deleted and replaced with the following:

Portable signs shall be erected on temporary sign supports approved crashworthy devices in conformance with NCHRP 350 requirements so that the bottom is either 1) 300 mm [12 inches]; or 2) greater than 1.5 m [five feet] above the traveled way. Post-mounted signs shall be erected so the bottom is no less than 1500 mm [five feet] above the traveled way, and 2100 mm [seven feet] above the traveled way in business, commercial, and residential areas. All post-mounted signs on the turnpike mainline shall be erected so the bottom is no less than 2100 mm [seven feet] above the traveled way. Post-mounted signs must also be erected so that the sign face is in a true vertical position. All signs shall be mounted within four feet of the existing edge of pavement. All signs shall be placed so that they are not obstructed in any manner and immediately modified to ensure proper visibility if obstructed. Due to Contractor or Project staging, it may be necessary to relocate previously erected portable or post-mount signs so they are clearly visible. Signs may be mounted lower or higher to fit the situation when authorized by the Resident. Cones shall either be weighted or nailed. Tires will not be allowed as weights.

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

NHCRP 350 tested drums with tire sidewall ballasts are acceptable. During winter periods, drums shall be placed on the grass shoulder or removed from the roadway so winter maintenance operations will not be impacted. This requires the placement of drums behind the median guardrail. Drums shall not be placed on snow banks.

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

The method of covering existing signs must be approved by the Resident. The use of adhesives on the sign face is prohibited.

The sixth paragraph is deleted and replaced with the following:

The Contractor shall replace damaged or missing traffic control devices with similar devices of acceptable quality.

The following paragraph is added to the end of this Subsection:

The Contractor is required to cover all existing signs, including regulatory and warning signs, within the Work zone which may conflict with the proposed construction signs. The Contractor is also required to cover all permanent construction signs when they conflict with a daily traffic control setup.

652.3.6 Traffic Control

The first sentence of the first paragraph is deleted and replaced with the following:

The minimum roadway width for local road one-way and two-way traffic, and minimum number of lanes and lane widths for the Maine Turnpike, are identified on the Project's traffic control plans and/or in Special Provision Section 652, Maintenance of Traffic (Specific Project Maintenance of Traffic).

The last sentence of the third paragraph is deleted and not replaced.

652.41 Traffic Officers

The first paragraph is deleted and replaced with the following:

Local road traffic officers, if required, shall be uniformed police officers. State Police officers and vehicles shall be used to warn and stop traffic on the Maine Turnpike. All State Police shall be scheduled through the Maine Turnpike Authority. The Authority will make payment for the State Police officers and vehicles directly to the State Police.

The Contractor will not be entitled to additional compensation if scheduled Work is not completed due to the unavailability of State Police.

652.6 Night Work

The sixth and seventh paragraphs are deleted and not replaced.

The following Subsection is added:

652.61 Construction Vehicles

The Contractor shall furnish approved signs reading "Construction Vehicle - Keep Back" to be used on trucks hauling to the Project. The signs shall be a minimum of 30 inch by 60 inch, Black and Orange, Type VII. The older type "Construction Vehicle - Do Not Follow" may be used until the end of their service life.

All vehicles used on the Project shall be equipped with amber flashing lights, visible from both front and rear, or by means of a single, approved type, revolving, flashing or strobe lights mounted so as to be visible 360 degrees. The vehicle flashing system shall be in continuous operation while the vehicle is on any part of the Project. Dump trucks and utility trucks shall have a strobe light mounted on each side of the vehicle.

652.7 Method of Measurement

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

The per unit measurement for payment of the portable-changeable message sign shall include the establishment and payment of a cellular phone account so that the portable-changeable message sign may be programmed remotely.

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

The number and locations of Flaggers will be determined by the Resident. Flaggers used during the Contract, for the convenience of the Contractor, will not be measured separately for payment, but shall be incidental to the various pay items. The Authority will make payment for the State Police officers and

vehicles directly to the State Police when utilized for mainline traffic control activities. State Police escorts, if required to move oversize material or equipment loads to the jobsite, will not be paid separately, but shall be incidental to the various pay items.

652.8.2 Other Items

The last paragraph is deleted and replaced with the following:

There will be no payment made under any 652 pay items after the expiration of the adjusted total Contract time.

SECTION 653 - POLYSTYRENE PLASTIC INSULATION

653.05 Placing Backfill

In the second sentence, "...shall be not less than 150 mm [six inches] loose measure." is changed to "...shall be not less than 250 mm [10 inches] loose measure."

In the third sentence "...crawler type bulldozer of not more than 390 kg/m² [80 lb/ft²] ground contact pressure..." is changed to "...crawler type bulldozer of not more than 4875 kg/m² [2000 lb/ft²] ground contact pressure..."

653.06 Compaction

In the final sentence "...crawler type bulldozer of not more than 390 kg/m² [80 lb/ft²] ground contact pressure..." is change to "...crawler type bulldozer of not more than 4875 kg/m² [2000 lb/ft²] ground contact pressure..." it]."

SECTION 656 - TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

Section 656 is deleted in its entirety and replaced with the following:

656.01 Description

This Work shall consist of providing temporary erosion control during construction in accordance with these Specifications, standard details, Best Management Practices, or as otherwise directed.

All temporary erosion control devices shall be in place and approved by the Resident prior to any embankment and excavation operations. The Contractor is responsible for repairing and replacing damaged or missing sandbags, haybales, and silt fence material. The Contractor shall maintain these devices in a clean and properly operating condition as described herein.

The Contractor is responsible for all temporary drainage and erosion control measures. The Contractor shall review his construction operations and staging to determine if additional erosion control measures are required. The Resident may also request additional erosion control measures. The cost for all erosion control devices necessary, due solely to the Contractor's construction operations and are not shown on the Plans, shall be borne solely by the Contractor. The frequency of inspection of these devices by the Contractor and the Erosion Control Compliance Officer (ECCO) shall be bi-weekly and immediately following a rainfall of greater than 1/2 inch in a 24-hour period.

In areas of ledge or frozen ground only, the Contractor may opt to furnish and install an erosion control filter berm in lieu of silt fence. The erosion control filter berm shall be a water permeable windrow of a composted bark mix to remove suspended soil particles from water moving off the site.

Erosion control filter berm shall be considered an erosion control device. This material and specific application shall be submitted to the Resident for approval.

656.02 General

Baled hay shall be bales at approximately 350 by 450 by 750 mm [14 by 18 by 30 inch], or an equivalent, securely tied to form a firm bale.

Sandbags shall consist of heavy cloth or woven plastic bags, approximately 0.03 m³ [one cubic foot] capacity, filled with sand or gravel.

Dumped stone shall be a graded mixture of large and small stone with approximately 50 percent of the stones larger than 150 mm [six inch].

Flexible drainage pipe shall consist of collapsible neoprene pipe, a minimum of 12 inches in diameter or equal.

656.03 Silt Fence

(a) Posts

Either hardwood posts or steel posts shall be used.

Hardwood posts shall be straight, at least 450 mm [18 inches] longer than the height of the silt fence and at least 32 mm by 32 mm [1 inch by 1 inch].

Staples shall be of No. 9 wire.

Steel posts shall be at least 450 mm [18 inches] longer than the height of the silt fence and have the means provided for fastening wire to the fence.

(b) Wire Support Fence

If required, wire support fence shall be at least 50 mm [2 inches] higher than the height of the silt fence. Horizontal and vertical wires shall be spaced no more than 150 mm [6 inches] apart. The top and bottom wires shall be at least 10 gauge; all other wires at least 12 gauge.

(c) Silt Fence

The woven geotextile fabric and components shall be made from polypropylene, polyester, polyimide or other chemically stable material and be resistant to ultraviolet radiation degradation for at least 12 months of installation. Silt retention capacity shall be no less than 75 percent. The fabric shall have a Mullen burst test of no less than 1790 kPa [260 pounds per square inch] with a maximum average sieve opening size of 850 µm to 250 µm [No. 20 to No. 60]. Roll width of the fabric shall be no less than 150 mm [6 inches] wider than the height of the fence, except fabric for boom supported floating silt fence which shall be no less than 600 mm [two feet] wider than the design width.

(d) Flotation Devices

The flotation boom and weighing devices for boom supported floating silt fence shall be sufficient to hold the fence in an approximately vertical position.

656.04 Temporary Erosion Checks

Temporary erosion checks shall be constructed in ditches and at other locations designated. Checks shall be in accordance with the Standard Detail unless otherwise directed.

Baled hay, sandbags, or both, shall be used in other areas as necessary to inhibit soil erosion.

Sediment deposits behind haybales and silt fence shall be removed when the depth of sediment reaches 50 percent of the erosion control device height.

The Contractor is also required to have on-site, at all times, 25 percent additional Contract quantities of silt fence for use as backup devices.

656.041 Erosion Control Filter Berm

The erosion control berm shall be placed uncompacted, in a windrow in locations approved by the Resident. The cross section of the berm shall be four feet wide at the base and 1-1/2 feet high at the center. The erosion control filter berm shall be removed when no longer required, as determined by the Resident, and shall be distributed over an adjacent area.

656.05 Temporary Berms

When designated, temporary barriers shall be constructed along the edge of the embankment. The barriers shall be of embankment earth material, gravel or sand as available and shaped approximately as shown in the Standard Details. The barriers shall be compacted with the wheels of construction equipment. When placed on pavement, the berms shall be constructed of asphalt grindings or other non-erodible soil material as approved by the Resident, and shaped as shown in the Standard Details.

At designated intervals, temporary slope drains shall be constructed with a crescent shaped barrier placed at each slope drain to direct the water into the inlet pipe.

656.06 Temporary Slope Drains

Collapsible pipe with corrugated metal pipe inlet shall be placed down the embankment slopes at designated locations and in accordance with the Best Management Practices.

At the outlet end of the drain, dumped stone shall be placed to prevent scoring unless otherwise directed.

656.07 Dumped Stone

Dumped stone shall be placed at designated locations and shaped to the extent necessary to spread the stone over the area and in sufficient depth to prevent soil erosion.

656.08 Silt Fence

The silt fence shall be installed at all environmentally sensitive areas as shown on the Plans or as directed. The Contractor shall have the option to provide a reinforced filter fabric or an unreinforced filter fabric attached to a wire fence.

The fence posts shall be spaced as specified by the Resident, however, not to exceed a maximum of 2.5 m [eight feet] apart when either type of silt fence is used and be driven a minimum of 450 mm [18 inches] into the ground.

The geotextile fabric shall be secured to the post or fence by suitable staples, tie wire or hog rings in such a manner as to prevent tearing and sagging of the fabric. The bottom of the geotextile fabric shall be entrenched into the ground a minimum depth of 150 mm [six inches] to prevent water from flowing under the fence. The geotextile shall be spliced together only at support posts with a minimum 150 mm [six inches] overlap and secure post connection which prevents leakage of silt. The top of the geotextile shall be installed with a reinforced top end section.

The Contractor shall maintain the silt fence in a functional condition at all times. All deficiencies shall be immediately corrected by the Contractor. The Contractor shall make a daily inspection of the silt fences in areas where construction activity causes drainage runoff, to ensure that the silt fences are properly located for effectiveness. Where deficiencies exist, additional silt fences shall be installed as approved or directed.

Sediment deposits shall be removed when sediments reach 50 percent of the height of the device. All sediment deposits remaining in place after the device is no longer required shall be graded to conform with the existing ground, seeded, and mulched immediately.

Geotextile fabric which has decomposed or has become ineffective and is still needed shall be replaced with material equal to the original design.

656.081 Boom Supported Floating Silt Fence

The silt fence fabric shall be securely attached to the flotation boom with a continuous weight placed the entire length of the fence to maintain the fence in a vertical submerged position from the surface of the water to the design depth.

Anchor's shall be placed at the ends of the fence, and intermediate locations if necessary, to hold the fence securely in place.

656.082 Maintenance

The erosion control devices will be cleaned, repaired, or replaced as necessary. All deficiencies shall be corrected immediately by the Contractor.

656.085 Erosion Control Compliance Officer

The Contractor shall designate an Erosion Control Compliance Officer (ECCO) on this Project who shall accompany the Resident's ECCO in the inspection of all erosion control devices. An inspection log shall be maintained by the Resident and the log shall be signed by the Resident's ECCO and the Contractor's ECCO after each inspection. Failure to comply with the erosion and sedimentation control requirements herein or as directed by the Resident's ECCO within 24-hours after the violation is noted in the inspection log, will result in the \$1,000 per day per violation penalty until the violation is corrected to the satisfaction of the Resident.

656.09 Removing and Disposing

When no longer needed, material and devices for temporary erosion control shall be removed or may be left in place and dispersed over an adjacent area, as directed.

When removed, such devices may be reused in other locations provided they are in good condition and suitable to perform the erosion control for which they are intended.

When dispersed over adjacent areas, the material shall be scattered to the extent that it causes no unsightly conditions nor creates future maintenance problems. Dumped stone shall be dispersed or covered in such a manner that it will not interfere with future mowing operations.

656.10 Method of Measurement

Baled hay and sandbags will be measured for payment by the number of bales or bags satisfactorily placed. Dumped stone will be measured for payment by the cubic meter [cubic yard] in vehicles.

Temporary berms and temporary slope drains will be measured for payment by the meter [linear foot] measured parallel with the flow line including the pipe inlet.

Temporary silt fence will be measured by the meter [linear foot] along the gradient of the fence, end post to end post.

Boom supported floating silt fence will be measured by the meter [linear foot] not including anchorages.

Erosion control filter berm shall be measured by the linear foot.

The quantity of additional haybales and silt fence material required herein will be measured for payment only when and if they are actually put to use as additional measures on the Project as directed by the Resident. Haybales and silt fence material used for maintenance or replacement of existing devices will not be measured for payment.

The removal of silt and other material from behind the haybales and silt fence will not be measured separately for payment, but shall be incidental to the Erosion Control items.

656.11 Basis of Payment

The accepted quantity of baled hay or sandbags will be paid for at the Contract unit price each for each bale or bag which price shall be full compensation for furnishing and placing the bales or sandbags, for furnishing and driving the stakes for baled hay and for the removing and disposing of the bales, stakes and sandbags when no longer needed.

The accepted quantity of temporary berms will be paid for at the Contract unit price per meter [linear foot] of berm which price shall be full compensation for furnishing, placing and compacting material, for maintaining and for removing the berm when no longer needed.

There will be no separate payment for excavation done in the construction of temporary erosion control items under this Section and all necessary excavation shall be incidental to the Work.

The accepted quantity of dumped stone will be paid for at the Contract unit price per cubic meter [cubic yard] which price shall be full compensation for furnishing the stone, transporting, placing and shaping. Payment for removal or for covering will be made under Item 629.05, Hand

Labor, and the appropriate equipment rental items.

The accepted quantity of temporary silt fence and boom supported floating silt fence will be paid for at the Contract unit price per meter [linear foot] complete in place. Payment shall be full compensation for furnishing, installing, maintaining, for replacing deteriorated geotextile and clogged geotextile when required and for removing and disposing of the fence when no longer needed.

The accepted quantity of erosion control filter berm will be paid for at the Contract unit price per linear foot under Item 656.632, 30 Inch Temporary Silt Fence, which price shall be full compensation for furnishing, placing, and removing the erosion control filter berm.

The removal of sediments and debris that accumulate around erosion control devices, when directed by the Resident, will be paid for under the appropriate Contract items.

Cost of seeding and mulching the area after removal of the temporary silt fence will be paid for at the Contract unit prices for Item 618, Seeding, and Item 619, Mulch.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
656.50	Baled Hay, in place	Each
656.51	Sandbag, in place	Each
656.55	Dumped Stone	Cubic Meter [Cubic Yard]
656.60	Temporary Berms	Meter [Linear Foot]
656.62	Temporary Slope Drains	Meter [Linear Foot]
656.631	375 mm [15 inch] Temporary Silt Fence	Meter [Linear Foot]
656.632	750 mm [30 inch] Temporary Silt Fence	Meter [Linear Foot]
656.64	Boom Supported Floating Silt Fence	Meter [Linear Foot]

SECTION 701 – STRUCTURAL CONCRETE RELATED MATERIALS

701.10 Fly Ash - Chemical Requirements

All references to “ASTM C311” are changed to “ASTM C114”.

SECTION 703 - AGGREGATES

703.06 Aggregate for Base and Subbase

The first paragraph is deleted and replaced with the following:

The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (March 2002 version), except that the reported degradation value will be the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [1/2 inch] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used.

703.22 Underdrain Backfill Material

The first paragraph is amended as follows:

"...for Underdrain Type B..." is changed to "... for Underdrain Type B and C..."

SECTION 706 - NON-METALLIC PIPE

706.06 Corrugated Polyethylene Pipe for Underdrain, Option I and Option II in Culvert Pipe

The first sentence is changed from "...300 mm diameters to 900 mm" to "...300 mm diameters to 1,200 mm".

The last sentence which begins "This pipe and resins..." is deleted in its entirety and replaced with the following:

The manufacturing plants of polyethylene pipe shall be certified by the Eastern States Consortium. Polyethylene pipe shall be accepted based on third party certification by the AASHTO's National Transportation Product Evaluation Program.

SECTION 709 - REINFORCING STEEL AND WELDED STEEL WIRE FABRIC

709.03 Steel Strand

The second paragraph is changed from "...shall be 12mm [1/2 inch] AASHTO M203M/M203 (ASTM A416/A416M)..." to "...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)...".

SECTION 712 - MISCELLANEOUS HIGHWAY MATERIALS

The following Subsections are added:

712.07 Tops and Traps

These metal units shall conform to the Plan dimensions and to the following Specification requirements for the designated materials:

Gray iron castings shall conform to the requirements of AASHTO M105, Class 30, unless otherwise designated.

Carbon steel castings shall conform to the requirements of AASHTO M103/M103M. Grade shall be 450-240 [65-35] unless otherwise designated.

Structural steel shall conform to the requirements of AASHTO M183/M183M or ASTM A283/A283M, Grade B or better. Galvanizing, where specified for these units, shall conform to the requirements of AASHTO M 111.

712.08 Corrugated Metal Units

The units shall conform to Plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M 190 Type A.

712.09 Catch Basin and Manhole Steps

Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps-ASTM B221M, [ASTM B21 1] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights

Flashing lights shall be power operated or battery operated as specified.

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from three to 90 m [10 to 300 feet] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotateable sun visor not less than 175 nun [seven inches] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [eight inches].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [eight inches]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

- (b) Battery operated flashing lights shall be self- illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex reflective elements built into the lens to enable it to be seen by reflex reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30°C [minus 20°F] to plus 65°C [plus 150°F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be five degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336-hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of nine degrees each side of the

vertical axis and five degrees each side of the horizontal axis. The lens shall not be less than 175 mm [seven inches] in diameter including a reflex reflector ring of 13 mm [1/2 inch] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this Specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these Specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Authority. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing

Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible

Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid

Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D 1785. Fittings shall be of the same material.

712.341 Metallic Pipe

Metallic pipe shall be ANSI, Standard B36. 10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin

Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent

curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb

The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01, Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture. Bituminous material for curb shall meet the requirements of Section 403, Hot Bituminous Pavement.

712.37 Precast Concrete Slab

Portland Cement concrete for precast slabs shall meet the requirements of Section 502, Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the Plans and cross section and in accordance with the Standard Detail Plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab

Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [1/2 inch] under a 600 mm [two foot] straightedge or over 25 mm [one inch] under a 1200 mm [four foot] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [3/4 inch] shall show in the joint for the full exposed height.

Lift pin holes in all sides will be allowed except on the exposed face.

SECTION 717 - ROADSIDE IMPROVEMENT MATERIAL

717.03 C. Method #3 - Roadside Mixture #3

Seed proportions are amended as follows:

Crown Vetch	25.0%
Perennial Lupine	25.0%
Red Clover	12.5%
Annual Rye	37.5%

717.05 Mulch Binder

The third sentence is amended as follows:

"Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit]."

MAINE TURNPIKE AUTHORITY

SPECIFICATIONS

PART II – SPECIAL PROVISIONS

MAINE TURNPIKE AUTHORITY

SPECIFICATIONS

PART II - SPECIAL PROVISIONS

All work shall be governed by the Maine Department of Transportation 2002 Standard Specifications except for that work which applies to sections of the Maine Department of Transportation Standard Specifications which are amended by the Maine Turnpike General Provisions and the following modifications, additions and deletions.

General Description of Work

The work consists widening the Exit 19 off ramp, milling, and shimming the existing travel lanes. A new median island will be constructed, drainage, and all other work incidental thereto in accordance with the Plans and Specifications.

The general limits of work are from the Interchange 19 toll plaza to Route 109 in Wells, Maine.

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 "Exit 19 Intersection Improvements". 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 Definition

Holidays

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

Independence Day 2015 (Fourth of July)	12:01 p.m. preceding Friday to 6:00 a.m. the following Monday.
Labor Day 2015	6:00 a.m. preceding Friday to 12:01 p.m. the following Tuesday.
Columbus Day 2015	6:00 a.m. preceding Friday to 12:01 p.m. the following Tuesday

103.4 Notice of Award

The following sentence is added:

The Maine Turnpike Authority Board is scheduled to consider the Contract Award on June 16, 2015.

104.2.2 Furnishing of Permits

The following sentences are added:

The Contractor shall obtain the following permits:

- Building Permit, Occupancy Permit, Electrical and Plumbing.

See related Subsection 105.8.2, Permit Requirements (Environmental).

104.3.8 Wage Rates and Labor Laws

The fourth paragraph under Records on GP Page 7 of 53 has been amended as follows:

A copy of each record must be filed monthly with the Maine Turnpike Authority. This information shall be sent directly to the Maine Turnpike Authority, Director of Engineering and Building Maintenance, Attention: Wage Rate Records, 2360 Congress Street, Portland, ME 04102. The records shall note the Maine Turnpike Contract Number.

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

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 laborers and workers employed on the below titled project.

Title of Project -Intersection Improvements Exit 19 Off Ramp Contract 2015.05

Location of Project – Wells, York County

**2015 Fair Minimum Wage Rates
Highway & Earthwork York County**

<u>Occupation Title</u>	Minimum			<u>Occupation Title</u>	Minimum		
	<u>Wage</u>	<u>Benefit</u>	<u>Total</u>		<u>Wage</u>	<u>Benefit</u>	<u>Total</u>
Asphalt Raker	\$16.25	\$0.48	\$16.73	Ironworker - Reinforcing	\$20.00	\$1.23	\$21.23
Backhoe Loader Operator	\$19.50	\$0.71	\$20.21	Ironworker - Structural	\$22.65	\$6.06	\$28.71
Bricklayer	\$23.24	\$1.80	\$25.04	Laborers (Incl.Helpers & Tenders)	\$12.50	\$0.78	\$13.28
Bulldozer Operator	\$18.83	\$3.23	\$22.06	Laborer - Skilled	\$15.50	\$3.60	\$19.10
Carpenter	\$19.00	\$1.75	\$20.75	Line Erector - Power/Cable Splicer	\$27.42	\$8.05	\$35.47
Carpenter - Rough	\$24.00	\$1.90	\$25.90	Loader Operator - Front-End	\$17.00	\$2.68	\$19.68
Cement Mason/Finisher	\$16.81	\$0.74	\$17.55	Mechanic- Maintenance	\$18.00	\$2.47	\$20.47
Concrete Pump Operator	\$19.00	\$3.35	\$22.35	Painter	\$16.75	\$3.50	\$20.25
Crane Operator =>15 Tons)	\$24.00	\$4.81	\$28.81	Paver Operator	\$20.00	\$1.57	\$21.57
Crusher Plant Operator	\$19.38	\$3.44	\$22.82	Pipelayer	\$15.16	\$1.73	\$16.89
Diver	\$23.00	\$8.25	\$31.25	Pump Installer	\$22.00	\$2.70	\$24.70
Driller - Rock	\$17.50	\$4.86	\$22.36	Reclaimer Operator	\$20.75	\$10.84	\$31.59
Earth Auger Operator	\$22.50	\$8.14	\$30.64	Rigger	\$20.00	\$3.18	\$23.18
Electrician - Licensed	\$27.77	\$13.76	\$41.53	Roller Operator - Pavement	\$17.00	\$1.17	\$18.17
Electrician Helper/Cable Puller (Licensed)	\$16.39	\$3.23	\$19.62	Screeed/Wheelman	\$17.00	\$4.32	\$21.32
Excavator Operator	\$18.50	\$2.40	\$20.90	Stone Mason	\$17.00	\$0.00	\$17.00
Fence Setter	\$11.00	\$0.00	\$11.00	Truck Driver - Light	\$17.00	\$1.46	\$18.46
Flagger	\$9.00	\$0.00	\$9.00	Truck Driver - Medium	\$17.00	\$0.30	\$17.30
Grader/Scraper Operator	\$20.00	\$4.90	\$24.90	Truck Driver - Heavy	\$15.00	\$1.75	\$16.75
Highway Worker/Guardrail Installer	\$16.80	\$3.56	\$20.36	Truck Driver - Tractor Trailer	\$15.00	\$0.53	\$15.53
Hot Top Plant Operator	\$20.75	\$10.84	\$31.59	Truck Driver - Mixer (Cement)	\$13.79	\$3.62	\$17.41

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 with the Secretary of State.

Determination No: HI-070-2015
Filing Date: March 20, 2015
Expiration Date: 12-31-2015

A true copy

Attest:



Pamela D Megathlin
Director
Bureau of Labor Standards

BLS 424HI (R2015) (Highway & Earthwork York)

104.4.4 Request for Information (RFI)

This Subsection is amended by the addition of the following:

RFI's shall be submitted on company letterhead or on a standard company form with a tracking number. The General Contractor shall maintain a corresponding RFI log.

RFI's may be attached to an e-mail, but shall not be in the form of an e-mail, and at a minimum, must reference the subject Plan or Specification in question.

RFI's with multiple questions may be treated as a submittal and the allowed 21 calendar days for review and response will govern.

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.

The following 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 following utility owners:

Existing utilities at the site include...

Fairpoint Communications, LLC

Central Maine Power Co.

Time Warner Cable

Wells Sanitary District

Maine Turnpike

No utility adjustments are anticipated as a result of this project.

104.4.7 Cooperation With Other Contractors

This Subsection is amended by the addition of the following:

Unitil has a project On Route 109 from the Industrial Park (0.3 miles east of the project) heading east to the elementary school.

105.3 Traffic Control and Management

See Special Provision Section 652, Maintenance of Traffic.

105.4.1 Maintenance During Construction

This Subsection is amended by the addition of the following:

Once paid for mobilization, the Contractor is responsible for maintenance of the road that is open to local traffic within the Project limits. This does not include winter maintenance of deicing and snow removal.

Mobilization payment is defined as the Pay Requisition being submitted by the Resident to the Authority for payment.

This Subsection is deleted from the General Provisions and replaced with the following:

105.5.1 General Requirements

Construction Access

The Contractor shall construct a stabilized construction entrance in accordance with the Best Management Practices at all locations where construction vehicles will exit and/or enter existing paved shoulders or travel ways from non-paved areas. The Resident shall approve of the locations. The stabilized construction entrance shall be constructed in conjunction with the clearing activities or other early activities. Additional stabilized construction entrances may be required due to the Contractor's operations as well as site conditions. The construction and maintenance of the stabilized construction entrance including frequent sweeping of the paved surfaces shall be incidental to the Contract.

105.7.4 Submittal Requirements

The following paragraph is added:

In addition to the hardcopy requirement, the contractor shall also make submittals in PDF electronic file format via email. Submittals shall be accompanied by a cover sheet, which identifies the submittal number, subject date, and any revision numbers associated with the submittal.

105.8.1 Temporary Soil Erosion and Water Pollution Control

This Subsection in the General Provisions is deleted and replaced with the following:

The Contractor shall certify in writing to the Resident that an On-Site Responsible Party (OSRP) has been trained and is knowledgeable in erosion and sediment control (ECS) through the MaineDEP's Non-Point Source Training Center, or an equivalent program, or is licensed in the State of Maine as a Professional Engineer, Landscape Architect or Soil Scientist. Proof of certification for the OSRP, and any other Contractor employees charged with conducting ESC inspections, must be submitted to the Authority's Environmental Coordinator prior to starting work.

Spill Prevention Control and Countermeasure (SPCC) Plan

Any areas where petroleum products, oils or non-petroleum hazardous materials are handled or stored will require a Spill Prevention Control and Countermeasure (SPCC) Plan. These materials may not be stored or handled in areas of the site draining to an infiltration area. The Plan will be submitted to the Resident before construction begins. In addition to petroleum products and hazardous materials, controls must be used to prevent additional pollutants (i.e., fertilizers, pesticides, salt/brine, litter, construction demolition debris, etc.) from being discharged from materials on-site, including storage practices to minimize exposure of the materials to stormwater, and appropriate spill prevention, containment, and response planning and implementation. The Plan shall provide the following information at a minimum:

- The name and emergency response numbers (telephone number, cellular phone and phone and pager numbers, if applicable) of the Contractor's representative responsible for spill prevention and response;
2. Description of handling or storage location noting setbacks from water bodies where relevant. Significant sand and gravel aquifers and other sensitive resources, including infiltration areas, must be avoided wherever possible;
3. Description of storage and containment facilities, such as dikes, berms, sumps, and other forms of secondary containment that prevent discharge to groundwater or surface water;
4. Description of equipment and/or materials used to prevent discharges (including sorbent materials);
5. Preventative measures to minimize the possibility of a spill; and,
6. Contingency plan if spill should occur.

The approved plan must be posted at the Project site. All personnel working in the area are required to read and be familiar with the plan.

There shall be no separate payment for preparation of a SPCC Plan acceptable to the Resident and preparation shall be incidental to the work.

Notification of Authority of Hazardous Material Spills

In addition to MaineDEP reporting requirements for spills greater than five (5) gallons, the Contractor shall notify the on-site Resident Inspector. The on-site Resident Inspector shall notify the Maine Turnpike Radio Room at 207-871-7701. When the on-site Resident Inspector is not available, the Contractor shall notify the Maine Turnpike Radio Room directly at 207-871-7701.

In addition to MaineDEP reporting requirements for all spills where any stream or water body is threatened, the Contractor shall notify the on-site Resident Inspector. The on-site Resident Inspector shall notify the Maine Turnpike Radio Room at 207-871-7701. When the on-site Resident Inspector is not available, the Contractor shall notify the Maine Turnpike Radio Room directly at 207-871-7701.

These notification procedures shall be incorporated into the Spill Prevention Control and Countermeasure (SPCC) Plan.

Responsibility for Control and Cleanup of Hazardous Material Spills

The Contractor shall be responsible to control spills and properly cleanup, containerize, and dispose of petroleum and/or other hazardous material waste that results from the actions and/or equipment of the Contractor or his employees, subcontractors and suppliers. Chemicals, exposed to stormwater must be prevented from becoming a pollutant source.

The Contractor shall also be responsible for all direct and indirect costs associated with the control of spills and proper cleanup, containerization, and disposal of petroleum and/or other hazardous material waste that results from the actions and/or equipment of the Contractor or his employees, subcontractors and suppliers.

The following Subsections are added:

105.8.1.1 Environmental Standards

The Project will be performed in accordance with the MaineDOT Best Management Practices (BMP) latest issue. The Contractor shall fully comply with all erosion and sedimentation control requirements outlined in the BMP's or contained herein. Non-compliance with these requirements as determined by the Resident shall result in a financial penalty of \$1,000 per day, per violation. Any fines assessed to the Maine Turnpike Authority as a result of the Contractor's non-compliance shall be paid by the Contractor. If the Contractor fails to pay, the cost of the fine will be deducted from monies due, or which may become due, to the Contractor under this Contract.

In the event of conflict between these Specifications and other erosion and pollution control laws, rules or regulations of other Federal, State and local agencies, the more restrictive law, rules or regulations shall apply.

The standards as described below shall be met on the Project:

105.8.1.1.1 Water Pollution Control Requirements

(a) General

1. The Contractor must comply with the applicable Federal, State and local laws and regulations relating to prevention and abatement of water pollution.
2. Except as allowed by an approved permit or otherwise authorized by the Authority in writing, pollutants containing construction debris including excavated material, aggregate, residue from cleaning, sandblasting or painting, cement mixtures, chemicals, fuels, lubricants, bitumens, raw sewage, wood chips, and other debris shall not be discharged into water bodies, wetlands or natural or manmade channels leading thereto and such materials shall not be located alongside water bodies, wetlands, or such channels such that it will be washed away by high water runoff. Furthermore, liquid petroleum products and other hazardous materials with the potential to contaminate groundwater may not be stored or handled in the areas of the site draining to an infiltration area, unless these portions of the site (where storage and handling of these materials) are isolated using dikes, berms, sumps and other forms of secondary containment that prevent discharge to groundwater.
3. Temporary winter stabilization must be used between November 1st and April 15th or outside of said time period if the ground is frozen or snow covered. Temporary winter stabilization involves, at a minimum, covering all disturbed soils and seeded ground that is not Acceptable Work with an approved method. Use of these methods for over-winter temporary erosion control will be paid for under the appropriate Erosion Control items included in the Contract.
4. Construction operations in water bodies or wetlands shall be restricted to the construction limits shown on the Plans and to those areas that must be entered for the construction of temporary or permanent structures, except as allowed by approved permit or otherwise authorized by the Authority in writing. Mechanized equipment shall not be operated in water bodies or wetlands except as allowed by approved permit or otherwise authorized by the Authority in writing.
5. Upon completion of the work, water bodies or wetlands shall be promptly cleared of all falsework, piling, debris or other obstructions caused by the construction operations, except as allowed by approved permit or otherwise authorized by the Authority in writing.

(b) Earthwork

If earthwork disturbance is part of the Project scope:

1. Newly disturbed earth shall be mulched or otherwise stabilized by the end of each workday. Mulch shall be maintained on a daily basis.
2. All disturbed ditches shall be stabilized by the end of each workday. Stabilization shall be maintained on a daily basis.
3. Erosion control blanket shall be installed in the bottom of all ditches except where a stone lining is planned. Seed shall be applied prior to the placement of the blanket.

4. Permanent slope stabilization measures shall be applied within one (1) week of the last soil disturbance. Newly seeded or sodded areas must be protected from vehicle traffic, excessive pedestrian traffic, and concentrated runoff until the vegetation is well-established. If necessary, areas must be reworked and restabilized if germination is sparse, plant coverage is spotty, or topsoil erosion is evident.
5. Dust control items, other than those under Standard Specification Section 637, Dust Control, if applicable, shall be included in the plan.

105.8.1.1.2 Construction Requirements

1. The Contractor, to the maximum extent practicable, shall install temporary and permanent sedimentation control measures prior to conducting clearing and grubbing operations.
2. The Contractor shall conduct inspections of disturbed and impervious areas, erosion control measures, materials storage areas that are exposed to precipitation, and locations where vehicles enter or exit the site. Inspections shall be conducted (1) at least once a week as well as before and after a storm event and prior to completing permanent stabilization measures; and (2) by a person knowledgeable of erosion and stormwater control, including the standards and conditions in the permit.
3. The Contractor shall maintain all measures in effective operating condition until areas are permanently stabilized. If BMPs need to be modified (i.e., corrective action, additional BMPs installed, etc.), implementation must be completed within seven (7) calendar days and prior to any storm event.
4. Temporary erosion control measures shall be maintained until the site is permanently stabilized with vegetation or other permanent control measures.
5. The Contractor will immediately take appropriate measures to prevent erosion or sedimentation from occurring or to correct any existing problems regardless of the time of year.
6. During periods of approved suspension, the Contractor shall inspect and maintain temporary and permanent erosion and sedimentation controls.
7. Work in wetlands is prohibited except to the minimum extent necessary for completion of the work as detailed on the Plans. Excavated and other material shall not be stockpiled in wetlands. Haybales, silt fence or other suitable barriers shall be used, where necessary, to prevent sedimentation from eroding materials.
8. Disturbance of natural resources beyond the construction limits shown on the Plans is not allowed.
9. Existing ditches shall be maintained until the new ditches are stabilized. Stone check dams shall be placed in existing ditches prior to construction as to prevent the release of sedimentation. Stone check dams shall be installed at the outlets of all existing and proposed ditches adjacent to all stream and wetlands.
10. For proposed ditches, stabilize the outlet first and build from the bottom up. Only excavate what can be stabilized or protected by the end of the work day.
11. Before permitting permanent channels to carry water, they shall be stabilized. This may require the installation of temporary erosion control BMP's or temporarily diverting flows.
12. All cross culvert outlets shall be armored before the end of the work day.
13. The Contractor's operation may require the placement of temporary pipes and fill over a ditch line to provide access to the work area. The Resident shall approve the

- size of the pipe. The placement and removal of the temporary access shall not be measured for payment and shall be incidental to the Excavation item.
14. Bare earth slopes shall be roughened to dissipate sheet flow. This shall be accomplished by “tracking” the slope perpendicular to the centerline. This work will not be measured separately for payment, but shall be incidental to the Excavation item.
 15. Uncured concrete shall not be placed directly into the water body. Concrete may be placed in forms and shall cure at least one (1) week prior to form removal. No washing of tools, forms, etc. shall occur in or adjacent to the water body or wetland.
 16. The Contractor shall contain all demolition debris (including debris from wearing surface removal, sawcut slurry, dust, etc.) and shall not allow it to discharge to any resource. Litter, construction debris, and chemicals exposed to stormwater must be prevented from becoming a pollutant source. The Contractor shall dispose of debris in accordance with Maine Solid Waste Law, Title 38 M.R.S.A., Section 1301 et. seq.
 17. No wheeled or tracked equipment shall be operated in the water. Equipment operating on the shore may reach into the water with a bucket or similar extension. Equipment may NOT cross streams.
 18. The Contractor shall not remove rocks from below the normal high water line of any wetland, great pond, river, stream or brook, except to the extent necessary for completion of the work and as allowed by environmental permits.

105.8.2 Permit Requirements

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).

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 have been estimated to be **0.21 acres**. An NOI was not submitted for this project.

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 0.4 acres, the Resident shall have a minimum of five (5) working days to approve the revised LOD plan.

- If the cumulative area of disturbance exceeds one acre, the Resident shall first approve of the plan and then submit a 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.

107.1 Contract Time and Contract Completion Date

This Subsection is amended by the addition of the following:

The contract start date shall be on or before August 3, 2015 at the discretion of the Authority, and all work shall be completed on or before October 30, 2015.

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:

- Completion of all work within 60 calendar days of the contractor mobilizing on site.

Supplemental Liquidated damages on a calendar day basis in accordance with Subsection 107.7.2 shall be assessed for each calendar day that substantial completion is not achieved. Supplemental Liquidated damages for substantial completion will end when substantial completion is accepted by the Resident. If the work remains incomplete at the Contract Completion Date, liquidated damages on a calendar day basis in accordance with Subsection 107.7.2 shall be assessed for each calendar day that Contract completion is not achieved. If substantial completion is not completed by the Contract Completion date both supplemental liquidated damages and liquidated damages will be incurred.

107.3.2 Night Work

The Contractor shall be responsible to determine and adhere to the local regulations pertaining to night work time restrictions and noise limitations. The Contractor shall plan his work accordingly.

The following Subsection is added:

107.4.2 Schedule of Work Required

A 2 week schedule shall be submitted by the Contractor weekly, the first week shall be detailed. The weekly detailed schedule shall show all lane closures that are anticipated for the following week. Lane closures that are not shown on this schedule will only be allowed if they are deemed emergency lane closures by the Resident.

The following Subsection is added:

107.4.6 Prosecution of Work

Video detection for the intersection of Exit 19 and Route 109 shall be completed prior to any other work commencing or contractor shall maintain signal detection.

All work must be completed within 60 calendar days of the contractor mobilizing on site.

The following Subsection is added:

107.4.7 Limitations of Operations

Care shall be taken when working near catch basins to ensure foreign material and contaminants do not enter the basin. If foreign material and/or contaminants enter the basin, it shall be removed prior to the material exiting the basin into a waterway. Removal shall be completed to the satisfaction of the Resident and payment shall be incidental to the Contract. The following Subsection is added:

107.4.9 Failure to Stop Work When Directed

In the event the Authority determines that the safety of the turnpike users (public) might be unduly compromised if work on the Project is not halted; the Resident Engineer, Resident Inspector or other authorized Authority representative will notify the Contractor to stop work. This may include directive to the Contractor to remove lane closures due to significant traffic delays. If the Contractor refuses to stop work within the time frame determined by the Authority, the Contractor will not be allowed to recommence work until after the Contractor meets with the Authority. In addition, work completed after the time allotted by the Authority to stop work, will not be measured for payment.

107.7.2 Schedule of Liquidated Damages

The table of liquidated damages is deleted and replaced with the following:

Original Contract Amount From More Than	Original Contract Amount up to and Including	Amount of Liquidated Damages per Calendar Day
\$0	\$100,000	\$225
\$100,000	\$300,000	\$350
\$300,000	\$500,000	\$475
\$500,000	\$1,000,000	\$675
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$4,000,000	\$1,000
\$4,000,000	and more	\$2,100

108.4 Payment for Materials Obtained and Stored

This Subsection in the General Provisions is deleted and not replaced.

This Subsection of the Standard Specifications is deleted and replaced with the following:

Acting upon a request from the Contractor, accompanied by the required documentation, the Authority will pay for all or part of the value of acceptable, non-perishable Materials that are to be incorporated in the Work, including Materials that are to be incorporated into the Work not delivered on the Work site, and stored at places acceptable to the Authority (e.g. at a facility controlled by the Contractor or his Subcontractor\Fabricator). Examples of such Materials include steel piles, structural steel, prestressed concrete beams and slabs, stone masonry, curbing, timber and lumber, metal culverts, and other similar Materials. The Authority will not make payment on living or perishable Materials until acceptably planted in their final locations.

For structural steel fabrication, the Authority will not make partial payments for expenses such as shop drawing development, overhead, transportation, rent, storage, heat, Contractor mark-ups or other items until after fabrication has commenced. Payment will be based on the Authority's determination of percent complete at the close of the period.

As a condition of payment, the Contractor or his Subcontractor\Fabricator shall provide the following:

1. Proof that all Materials are stored in a secure location acceptable to the Authority.
2. Detailed invoices from the material supplier including a summary of the Materials provided, quantities shipped and received, unit costs, taxes, transportation fees, and all other charges included in the invoice total.
3. Copies of mill certifications, or other material certifications, as required by the Specifications relevant to the Materials.
4. Right of access for the Authority, or its duly authorized agent, to inspect and quantify the Materials at the approved storage site.
5. Proof of insurance for the stored Materials. The Contractor or his Subcontractor\Fabricator shall carry insurance, equal to 100% of the replacement

value of the Materials, for all stored Materials. The Maine Turnpike Authority shall be named as an Additional Insured on the insurance policy.

If payment for Materials obtained and stored by the Contractor's Subcontractor\Fabricator is made to the Contractor, then the Contractor must provide proof of payment from his Subcontractor\Fabricator within 14 calendar days of the date the Contractor receives payment for the Materials. Failure by the Contractor to provide timely proof of payment for these Materials will result in the paid amount being withheld from the subsequent progress payment, or payments, until such time proof of payment is received by the Authority.

Materials paid for by the Authority will become the property of the Authority, but the risk of loss shall remain with the Contractor. Payment for Materials does not constitute acceptance of the Material. If Materials for which the Authority has paid are later found to be unacceptable, then the Authority may withhold amounts reflecting such unacceptable Materials from payments otherwise due the Contractor.

In the event of Default, the Authority may use, or cause to be used, all paid-for-Materials in any manner that is in the best interest of the Authority.

108.4.1 Price Adjustment for Hot Mix Asphalt

This Subsection in the General Provisions is deleted and replaced with the following:

For Contracts containing an excess of 500 tons of bituminous pavement, an asphalt price adjustment will be made for all bituminous concrete placed after the bid date of the Contract. No asphalt price adjustment will be allowed for Contracts containing less than 500 tons.

Price adjustments will be based on the variance in cost for the performance-graded binder component of the hot mix asphalt. The quantity of hot mix asphalt for each pay item will be multiplied by performance graded binder given in the table below, times the difference in price between the base price and the period price of asphalt cement. Adjustments will be made upward or downward, as prices increase or decrease. The quantity of Hot Mix Asphalt will be determined from the quantity shown on the progress estimate for each pay period. The base price of performance graded binder to be used is the price per standard ton current with the bid opening date. The period price of performance grade binder shall be determined by the Authority by using the average New England Selling Price and shall be the price per standard ton current with the ending date of the progress estimate. The Authority will determine the price adjustment weekly as prices increase or decrease and the sum of the weekly totals will be included in the monthly payment. No price adjustment will be made after the substantial completion date of October 30, 2015. The last price listed before October 30, 2015 will be used for pavement placed after the substantial completion date. The prices shall be determined by using the average New England Selling Price, as listed in the Asphalt Weekly Monitor.

Item 403.206	Hot Mix Asphalt - 25 mm	4.8%
Item 403.207	Hot Mix Asphalt - 19 mm	5.2%
Item 403.208	Hot Mix Asphalt - 12.5 mm	5.6%
Item 403.209	Hot Mix Asphalt - 9.5 mm (sidewalks, drives, & incidentals)	6.2%
Item 403.210	Hot Mix Asphalt - 9.5 mm	6.2%
Item 403.211	Hot Mix Asphalt - Shim	6.2%
Item 403.212	Hot Mix Asphalt - 4.75 mm	6.8%
Item 403.213	Hot Mix Asphalt - 12.5 mm (base and intermediate course)	5.6%

109.7.3 Compensable Items

The following is added to Item 3.:

3. “A maximum 15% markup will be allowed on the total...”

The following is added to the end of the paragraph:

4. ...“if determined by the Authority to be lower.”

SPECIAL PROVISION

SECTION 202

REMOVING STRUCTURES AND OBSTRUCTIONS

(Removing Pavement Surface)

202.01 Description

The following paragraphs are added:

This work shall also consist of removing the surface of the bituminous concrete pavement from approach roadways to the depth, width, grade, and cross section 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 50 feet.

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

This work shall also consist of construction of temporary ramps at all butt joints as shown in the MaineDOT Standard Detail – Pavement Overlay Butt Joint Detail (Roadways), Page 202(01) or as approved by the Resident. The length of the temporary ramp shall be at least 1/2 L.

The following Subsection is added:

202.0611 Removing Approach Pavement (non-bridge decks)

The equipment for removing the bituminous surface shall be a power-operated milling machine or planer capable of removing the bituminous concrete pavement to the required depth. The milling machine shall be capable of accurately establishing profile grades by referencing from a floating straight edge, a minimum of 50 feet. The equipment shall also have an effective means for removing excess material from the surface and preventing accidents from flying material in compliance with Subsection 105.2.5, Safety and Convenience of the Public, of the Specification.

The Contractor shall locate and remove all objects in the work area that would be detrimental to his milling or planing machine.

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

202.07 Method of Measurement

The second paragraph is deleted and replaced with the following:

Removing Pavement Surface will be measured by the square yard of material removed to the required depth.

The following paragraph is added:

The installation and removal of temporary bituminous ramps will not be measured separately for payment, but shall be incidental to the Contract.

202.08 Basis of Payment

The following paragraphs are added:

The accepted quantity of Removing Pavement Surface will be paid at the Contract unit price per square yard which price shall be full compensation for removing the pavement surface from bridge approach roadways to the required depth, hauling, and stockpiling the material, locating and removing objects detrimental to the milling or planing machine, sweeping, labor, equipment and all other incidentals necessary to complete the work.

Payment will be made under:

Pay Item

Pay Unit

202.202 Removing Pavement Surface

Square Yard

SPECIAL PROVISION

SECTION 203

EXCAVATION AND EMBANKMENT

This Section is amended as follows:

All references to “waste storage areas” shall be deleted.

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 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 third paragraph is deleted and replaced with the following:

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

Any temporary earth support required to install or remove drainage structures and utilities and support existing or proposed utilities will not be measured separately for payment, but shall be incidental to the Excavation items.

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.

After excavation in clay areas, the surface of the clay material must be scarified or roughened prior to placing loam and seed. Failed slopes shall be repaired at the Contractor’s own expense.

The following Subsection is added:

203.043 Sampling and Testing

The Contractor is responsible for quality control. Quality assurance testing and sampling, to monitor the conformance of the embankment fill materials, placement, and compaction will be completed by the Resident. Particular emphasis will be placed on the gradation characteristics and the in-place density of the embankment fill.

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.

203.11 Construction of Earth Embankment - Layer Method

The second, third, and fourth paragraphs are deleted and replaced with the following:

Layers shall be placed in lifts not to exceed 12 inches after compaction. Common borrow shall be compacted using vibratory compaction equipment to 92 percent of the material's maximum dry density as determined by ASTM D-1557. The compacted material shall appear firm and stable. Strict moisture control shall be utilized by the Contractor when using a cohesive fill material and the moisture content of the compacted material should not exceed four percent above the material's optimum moisture content.

The first sentence of the fourth paragraph is amended as follows:

Satisfactory compaction of granular borrow is defined as not less than 95 percent of the maximum density.

203.12 Construction of Earth Embankment with Moisture and Density Control

The last sentence of the second paragraph is amended as follows:

Each granular borrow layer placed with controlled moisture shall be compacted to not less than 95 percent of the maximum density.

The following paragraph is added:

Common borrow shall be placed in lifts not to exceed 12 inches after compaction. Common borrow shall be compacted using vibratory compaction equipment to 92 percent of the material's maximum dry density as determined by ASTM D-1557. The compacted material shall appear firm and stable. Strict moisture control shall be utilized by the Contractor when using a cohesive fill material and the moisture content of the compacted material should not exceed four percent above the material's optimum moisture content.

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

Any reference to borrow will be deleted from the first paragraph.

The pay quantity of common borrow and granular borrow shall be 115 percent of the compacted quantity measured in place.

The sixth paragraph is amended as follows:

Elevations for final cross sections shall be determined at the bottom of the loam line, not the finished ground line.

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 PROVISION

SECTION 206

STRUCTURAL EXCAVATION

This Section is amended as follows:

All references to “waste storage areas” shall be deleted.

206.02 Construction Methods

The following paragraphs are added:

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

The bituminous pavement shall be disposed of by the Contractor off the Turnpike Right-of-Way. All bituminous pavement shall be disposed of in accordance with Chapter 404 of the Maine Department of Environmental Protection Solid Waste Management Regulations.

SPECIAL PROVISION

SECTION 401

HOT MIX ASPHALT PAVEMENT

The following Specification is based on the MaineDOT February 11, 2009 Specification for Division 400, Pavements.

Section 401, Hot Mix Asphalt is deleted in its entirety and replaced with the following:

401.01 Description

The Contractor shall furnish and place one or more courses of Hot Mix Asphalt Pavement (HMA) on an approved base in accordance with the Contract documents and in reasonably close conformity with the lines, grades, thickness, and typical cross sections as shown on the Plans or established by the Resident. The Authority will accept this work under Quality Assurance provisions, in accordance with these Specifications and the requirements of Section 106, Quality, the provisions of AASHTO M 323, except where otherwise noted in Sections 401 and 703 of these Specifications, and the MaineDOT Policies and Procedures for HMA Sampling and Testing.

401.02 Materials

Materials shall meet the requirements specified in Section 700, Materials:

- Asphalt Cement 702.01
- Aggregates for HMA Pavement 703.07
- HMA Mixture Composition 703.09

401.021 Recycled Asphalt Materials

Recycled Asphalt Pavement (RAP) may be introduced into the mixture at percentages approved by the Authority according to the MaineDOT Policies and Procedures for HMA Sampling and Testing. If approved by the Authority, the Contractor shall provide documentation stating the source, average test results for average residual asphalt content, and stockpile gradations showing RAP materials have been sized to meet the maximum aggregate size requirements of each mix designation. The Authority will obtain samples for verification and approval prior to its use.

In the event that RAP source or properties change, the Contractor shall notify the Authority of the change and submit new documentation stating the new source or properties a minimum of 72-hours prior to the change to allow for obtaining new samples and approval.

The RAP shall be from an interstate highway and be from a Class I designated stockpile source.

401.03 Composition of Mixtures

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 base, binder, surface, or shim course. The Contractor may be allowed to use more than 15 percent RAP, up to a maximum of 25 percent RAP, in a base, intermediate, or shim course provided that PG 58-34 asphalt binder is used in the mixture.

The MaineDOT (Department), or an independent consultant approved by the Authority, will be providing the mix design verification (Job Mix Formula) for the Authority's approval. The Job Mix Formula (JMF) will be sent to the Department Central Laboratory in Bangor, Maine. The samples will be obtained by the Department for laboratory testing. Before the start of paving, the Contractor and the Department will split a sample for verification of design before production will be allowed. The Contractor shall submit for Authority approval a JMF for each mixture to be supplied. The Authority may approve one (1) active design per nominal maximum size, per traffic level, per plant, plus a 9.5 mm "fine" mix @ 50 gyrations for shimming, and where required, a non-RAP design for bridge decks. The Authority shall then have 15 calendar days in which to process a new design before approval. 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.
- 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 asphalt contents.
- Design Aggregate Structural for at least three trial blends.
- Test results for the selected aggregate blend at a minimum of three binder contents.
- Specific Gravity and temperature/viscosity charts 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 of the Department's written policy for mix design verification (See Maine DOT Policies and Procedures for HMA Sampling and Testing available at the Central Laboratory in Bangor). 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 Department finds the mixture acceptable, an approved JMF will be forwarded to the Authority. 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 mix 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 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. 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}	25	19	12.5	9.5	4.75		
<0.3	≤ 91.5								70-80	0.6-1.2
0.3 to <3	≤ 90.5								65-80	
3 to <10		96.0	≤ 98.0	13.0	14.0	15.0	16.0	16.0	65-80*	
10 to <30	≤ 89.0									
≥ 30										

* 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

401.031 Warm Mix Technology

The Contractor may place Hot Mix Asphalt Pavement produced with an accepted WMA technology if approved by the Authority. Methods or technologies shall generally be at the Contractors' option, but will be limited to proven, Agency and Industry accepted practice. Mixture production, placement and volumetric testing details, including temperatures, shall be included in the project specific QCP, submitted to the Authority for approval prior to any work.

401.04 Temperature Requirements

After the JMF is established, the temperatures of the mixture shall conform to the following tolerances:

- In the truck at the mixing plant – allowable range 275° to 325°F.
- At the paver – allowable range 275° to 325°F.
- Or the recommendations, approved by the Authority, from the Asphalt Binder supplier.

The JMF and the mix subsequently produced shall meet the requirements of Table 1 and Subsection 703.07.

401.05 Performance Graded Asphalt Binder

Unless otherwise noted in Special Provision Section 403, Hot Bituminous Pavement, PGAB shall be 64-28, except that for mixtures containing greater than 15 percent but no more than 25 percent RAP the PGAB shall be PG 58-34. The PGAB shall meet the applicable requirements of AASHTO M320 - Standard Specification for PGAB. The Contractor shall request approval from the Authority for a change in PGAB supplier or source by submitting documentation stating the new supplier or source a minimum of 24-hours prior to the change. In the event that the PGAB supplier or source is changed, the Contractor shall make efforts to minimize the occurrence of PGAB co-mingling.

401.06 Weather and Seasonal Limitations

The Contractor may place Hot Mix Asphalt Pavement for use other than a traveled way wearing course, provided that the air temperature as determined by an approved thermometer (placed in the shade at the paving location) is 40°F or higher and the area to be paved is not frozen. The Contractor may place Hot Mix Asphalt Pavement as traveled way wearing course, provided the air temperature determined as above is 45°F or higher. For the purposes of this Section, the traveled way includes truck lanes, ramps, approach roads and auxiliary lanes. The atmospheric temperature for all courses on bridge decks shall be 50°F or higher.

Hot Mix Asphalt Pavement used for curb, driveways, sidewalks, islands, or other incidentals is not subject to seasonal limitations, except that conditions shall be satisfactory for proper handling and finishing of the mixture. All mixtures used for curb, driveways, sidewalks, islands, or other incidentals shall conform to Subsection 401.04, Temperature Requirements. Unless otherwise specified, the Contractor shall not place Hot Mix Asphalt Pavement on a wet or frozen surface and the air temperature shall be 40°F or higher.

On all sections of overlay with wearing courses one inch thick or less, the wearing course for the travelway and adjacent shoulders shall be placed provided the air temperature is determined as above 50°F or higher.

401.07 Hot Mix Asphalt Plant

401.071 General Requirements

HMA plants shall conform to AASHTO M156.

- a. Truck Scales - When the hot mix asphalt is to be weighed on scales meeting the requirements of Section 108, Payment, the scales shall be inspected and sealed by the State Sealer as often as the Authority deems necessary to verify their accuracy.

Plant scales shall be checked prior to the start of the paving season, and each time a plant is moved to a new location. Subsequent checks will be made as determined by the Resident. The Contractor will have at least ten 50 pound masses for scale testing.

401.072 Automation of Batching

Batch plants shall be automated for weighing, recycling, and monitoring the system. In the case of a malfunction of the printing system, the requirements of Subsection 401.074 c. of this Specification will apply.

The batch plant shall accurately proportion the various materials in the proper order by weight. The entire batching and mixing cycle shall be continuous and shall not require any manual operations. The batch plant shall use auxiliary interlock circuits to trigger an audible alarm whenever an error exceeding the acceptable tolerance occurs. Along with the alarm, the printer shall print an asterisk on the delivery slip in the same row containing the out-of-tolerance weight. The automatic proportioning system shall be capable of consistently delivering material within the full range of batch sizes. When RAP is being used, the plant must be capable of automatically compensating for the moisture content of the RAP.

All plants shall be equipped with an approved digital recording device. The delivery slip load ticket shall contain information required under Subsection 108.1.3, Provisions Relating to Certain Measurements, Mass and Paragraphs a, b, and c of Subsection 401.073.

401.073 Automatic Ticket Printer System on Automatic HMA Plant

An approved automatic ticket printer system shall be used with all approved automatic HMA plants. The requirements for delivery slips for payment of materials measured by weight, as given in the following Sections, shall be waived: 108.1.3 a., 108.1.3 b., 108.1.3 c., and 108.1.3 d. The automatic printed ticket will be considered as the Weight Certificate.

The requirements of Subsection 108.1.3 f., Delivery Slips, shall be met by the weigh slip or ticket, printed by the automatic system, which accompanies each truckload, except for the following changes:

- a. The quantity information required shall be individual weights of each batch or total net weight of each truckload.

- b. Signatures (legible initials acceptable) of Weighmaster (required only in the event of a malfunction as described in 401.074 c.).
- c. The MaineDOT designation for the JMF.

401.074 Weight Checks on Automatic HMA Plant

At least twice during each five days of production either of the following checks will be performed:

- a. A loaded truck may be intercepted and weighed on a platform scale that has been sealed by the State Sealer of Weights and Measures within the past 12 months. The inspector will notify the producer to take corrective action on any discrepancy over 1.0%. The producer may continue to operate for 48 hours under the following conditions:
 - 1. If the discrepancy does not exceed 1.5%; payment will still be governed by the printed ticket.
 - 2. If the discrepancy exceeds 1.5%, the plant will be allowed to operate as long as payment is determined by truck platform scale net weight.

If, after 48 hours the discrepancy has not been addressed and reduced below 1.0%, then plant operations will cease. Plant operation may resume after the discrepancy has been brought within 1.0%.

- b. Where platform scales are not readily available, a check will be made to verify the accuracy and sensitivity of each scale within the normal weighing range and to assure that the interlocking devices and automatic printer system are functioning properly.
- c. In the event of a malfunction of the automatic printer system, production may be continued without the use of platform truck scales for a period not to exceed the next two working days, providing total weights of each batch are recorded on weight tickets and certified by a Licensed Public Weighmaster.

401.08 Hauling Equipment Trucks for hauling Hot Mix Asphalt

Trucks for hauling Hot Mix Asphalt Pavement shall have tight, clean, and smooth metal dump bodies, which have been thinly coated with a small amount of approved release agent to prevent the mixture from adhering to the bodies. Solvents based agents developed to strip asphalts from aggregates will not be allowed as release agents.

All truck dump bodies shall have a cover of canvas or other water repellent material capable of heat retention, which completely covers the mixture. The cover shall be securely fastened on the truck, unless unloading.

All truck bodies shall have an opening on both sides, which will accommodate a thermometer stem. The opening shall be located near the midpoint of the body, at least 12 inches above the bed.

401.09 Pavers

Pavers shall be self-contained, self-propelled units with an activated screed (heated if necessary) capable of placing courses of Hot Mix Asphalt Pavement in full lane widths specified in the Contract on the mainline, shoulder or similar construction.

On projects with no price adjustment for smoothness, pavers shall be of sufficient class and size to place Hot Mix Asphalt Pavement over the full width of the mainline travel way with a 10 feet minimum main screed with activated extensions.

The Contractor shall place Hot Mix Asphalt Pavement on the mainline with a paver using an automatic grade and slope controlled screed, unless otherwise authorized by the Authority. The controls shall automatically adjust the screed and increase or decrease the layer thickness to compensate for irregularities in the preceding course. The controls shall maintain the proper transverse slope and be readily adjustable so that transitions and super elevated curves can be properly paved. The controls shall operate from a fixed or moving reference such as a grade wire or ski type device (floating beam) with a minimum length of 30 ft, a non-contact grade control with a minimum span of 24 ft, except that a 40 ft reference shall be used on mainline projects.

The Contractor shall operate the paver in such a manner as to produce a visually uniform surface texture and a thickness within the requirements of Subsection 401.101, Surface Tolerances. The paver shall have a receiving hopper with sufficient capacity for a uniform spreading operation and a distribution system to place the mixture uniformly, without segregation in front of the screed. The screed assembly shall produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture. Pavers with extendible screeds shall have auger extensions and tunnel extenders as per the manufacturer's recommendations, a copy of which shall be available if requested.

The Contractor shall have the paver at the Project site sufficiently before the start of paving operations to be inspected and approved by the Authority. The Contractor shall repair or replace any paver found worn or defective, either before or during placement, to the satisfaction of the Authority. Pavers that produce an unevenly textured or non-uniform mat will be repaired or replaced before continuing to place HMA on MTA projects. On a daily basis, the Contractor shall perform density testing across the uncompacted mat being placed, at 12 inch intervals. If the values vary by more than 2.0 percent from the mean, the Contractor shall make adjustments until the inconsistencies are remedied.

Failure to replace or repair defective placement equipment may result in a letter of suspension of work and notification of a quality control violation resulting in possible monetary penalties as governed by Section 106, Quality.

401.10 Rollers

Rollers shall be static steel, pneumatic tire, oscillatory, or approved vibrator type. Rollers shall be in good mechanical condition, capable of starting and stopping smoothly, and be free from backlash when reversing direction. Rollers shall be equipped and operated in such a way as to prevent the picking up of hot mixed material by the roller surface. The use of rollers, which

result in crushing of the aggregate or in displacement of the HMA will not be permitted. Any Hot Mix Asphalt Pavement that becomes loose, broken, contaminated, shows an excess or deficiency of Performance Graded Asphalt Binder, or is in any other way defective shall be removed and replaced at no additional cost with fresh Hot Mix Asphalt Pavement, which shall be immediately compacted to conform to the adjacent area.

The Contractor shall repair or replace any roller found to be worn or defective, either before or during placement, to the satisfaction of the Authority. Rollers that produce grooved, unevenly textured or non-uniform mat will be repaired or replaced before continuing to place HMA on MTA projects.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided Specification densities are attained and with the following requirements:

- a. On variable-depth courses, the first lift of pavement over gravel, reclaimed pavement, an irregular or milled surfaces, or on bridges, at least one roller shall be a 16 ton pneumatic-tired. Unless otherwise allowed by the Resident, pneumatic-tired rollers shall be equipped with skirting to minimize the pickup of HMA materials from the paved surface. When required by the Resident, the roller shall be ballasted to 20 ton.
- b. Compaction with a vibratory or steel wheel roller shall precede pneumatic-tired rolling, unless otherwise authorized by the Authority.
- c. Vibratory rollers shall not be operated in the vibratory mode when checking or cracking of the mat occurs, or on bridge decks.
- d. Any method, which results in cracking or checking of the mat, will be discontinued and corrective action taken.
- e. The use of an oscillating steel roller shall be required to compact all mixtures placed on bridge decks.

The maximum operating speed for a steel wheel or pneumatic roller shall not exceed the manufacturer's recommendations, a copy of which shall be available if requested.

401.101 Surface Tolerances

The Authority will check surface tolerance utilizing the following methods:

- a. A 16 ft straightedge or string line placed directly on the surface, parallel to the centerline of pavement.
- b. A 10 ft straightedge or string line placed directly on the surface, transverse to the centerline of pavement.

The Contractor shall correct variations exceeding 6 mm [1/4 in] by removing defective work and replacing it with new material as directed by the Authority. The Contractor shall furnish a 10 foot straightedge for the Authority's use.

401.11 Preparation of Existing Surface

The Contractor shall thoroughly clean the surface upon which Hot Mix Asphalt Pavement is to be placed of all objectionable material. When the surface of the existing base or pavement is irregular, the Contractor shall bring it to uniform grade and cross section. All surfaces shall have a tack coat applied prior to placing any new HMA course. Tack coat shall conform to the requirements of Section 409, Bituminous Tack Coat, Section 702, Bituminous Material, and all applicable sections of the Contract.

401.12 Hot Mix Asphalt Documentation

The Contractor and the Authority shall agree on the amount of Hot Mix Asphalt Pavement that has been placed each day. All delivery slips shall conform to the requirements of 401.073.

401.13 Preparation of Aggregates

The Contractor shall dry and heat the aggregates for the HMA to the required temperature. The Contractor shall properly adjust flames to avoid physical damage to the aggregate and to avoid depositing soot on the aggregate.

401.14 Mixing

The Contractor shall combine the dried aggregate in the mixer in the amount of each fraction of aggregate required to meet the JMF. The Contractor shall measure the amount of PGAB and introduce it into the mixer in the amount specified by the JMF.

The Contractor shall produce the HMA at the temperature established by the JMF.

The Contractor shall dry the aggregate sufficiently so that the HMA will not flush, foam excessively, or displace excessively under the action of the rollers. The Contractor shall introduce the aggregate into the mixer at a temperature of not more than 25°F above the temperature at which the viscosity of the PGAB being used is 0.150 Pa's (Pascal-second).

The Contractor shall store and introduce into the mixer the Performance Graded Asphalt Binder at a uniformly maintained temperature at which the viscosity of the PGAB is between 0.150 Pa's and 0.300 Pa's. The aggregate shall be coated completely and uniformly with a thorough distribution of the PGAB. The Contractor shall determine the wet mixing time for each plant and for each type of aggregate used.

401.15 Spreading and Finishing

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the Contractor shall spread, rake, and lute the HMA with hand tools to provide the required compacted thickness. Solvent based agents developed to strip asphalts from aggregates will not be allowed as release agents.

On roads opened to two-way traffic, the Contractor shall place each course over the full width of the traveled way section being paved that day, unless otherwise noted by the Authority in Section 403, Hot Mix Asphalt Pavement.

401.16 Compaction

Immediately after the Hot Mix Asphalt Pavement has been spread, struck-off, and any surface irregularities adjusted, the Contractor shall thoroughly and uniformly compact the HMA by rolling.

The Contractor shall roll the surface when the mixture is in the proper condition and when the rolling does not cause undue displacement, cracking, or shoving. The Contractor shall prevent adhesion of the HMA to the rollers or vibrating compactors without the use of fuel oil or other petroleum based release agents. Solvents designed to strip asphalt binders from aggregates will not be permitted as release agents on equipment, tools, or pavement surfaces.

The Contractor shall immediately correct any displacement occurring as a result of the reversing of the direction of a roller or from other causes to the satisfaction of the Authority. Any operation other than placement of variable depth shim course that results in breakdown of the aggregate shall be discontinued. Any new pavement that shows obvious cracking, checking, or displacement shall be removed and replaced for the full lane width as directed by the Resident at no cost to the Authority.

Along forms, curbs, headers, walls, and other places not accessible to the rollers, the Contractor shall thoroughly compact the HMA with mechanical vibrating compactors. The Contractor shall only use hand tamping in areas inaccessible to all other compaction equipment. On depressed areas, the Contractor may use a trench roller or cleated compression strips under a roller to transmit compression to the depressed area.

Any HMA that becomes unacceptable due to cooling, cracking, checking, segregation or deformation as a result of an interruption in mix delivery shall be removed and replaced, with material that meets Contract Specifications at no cost to the Authority.

401.162 Voids

The HMA will be accepted for percent air voids on a subplot basis. Percent air voids will be determined in accordance with AASHTO T 312. Point of sampling will be from the truck at the plant. A subplot will consist of 500 tons. The number of samples per day will be computed as one for every 500 tons plus one for any additional fractional subplot that is equal to or greater than 100 tons or as directed by the Resident. There shall be a minimum of one subplot per day per JMF. One sample shall be taken and tested for each 500 tons of production or portions thereof. Full payment will be made for each 500 tons of production that meets the specified void range of 2.5 to 5.5 percent.

401.163 PGAB Content

The HMA will be accepted for PGAB content on a subplot basis. PGAB content will be determined in accordance with AASHTO T 308. Point of sampling will be from the truck at the

plant. A subplot will consist of 500 tons. The number of samples per day will be computed as one for every 500 tons plus one for any additional fractional subplot that is equal to or greater than 100 tons or as directed by the Resident. There shall be a minimum of one subplot per day per JMF.

401.164 Density

Pavement density will be determined by comparing the density of six inch diameter full depth cores (for the course being laid) taken from the compacted pavement to the Theoretical Maximum Density of that core. Core locations shall be by random samples in conformance with ASTM-D979 & D3665. The Contractor shall supply a masonry saw with a 12 inch deep diamond wet cutting saw blade capable of cutting the six inch diameter cores.

For determination of pavement density, core samples six inches in diameter, for the full depth of the course being laid, shall be taken by the Contractor from the mixture incorporated in the work after finishing operations have been completed and the pavement has cooled to 70°F. Ice or dry ice shall be used to reduce temperature as necessary.

Vertical surface of the core area shall be coated with rubberized joint sealer prior to refilling with bituminous mixture. Cores will not be cut for shim pavement.

The joint sealer, bituminous mixture and the labor for obtaining these samples in the field and restoring the surface shall be furnished without charge by the Contractor. The joint sealant shall conform to Federal Specification SS-S-1401C and shall be incidental to the pavement items. Care must be exercised to avoid excess joint material on top of the finish mat and at the bottom of the joint.

No additional course shall be constructed on a course until the density of the sample has been established and approved.

The densities of the completed pavement shall be 92.5 to 97.0 percent of the theoretical maximum density obtained.

The pavement will be accepted for density on a subplot basis. A subplot will consist of 500 tons. The number of cores per day will be computed as one for every 500 tons plus one for any portion that does not equal 500 tons or as directed by the Resident. There shall be a minimum of one subplot per day per JMF.

Each subplot will be evaluated separately and full or partial payment will be made based on the results of tests performed on the cores.

401.17 Joints

The Contractor shall construct wearing course transverse and longitudinal joints in such a manner that minimum tolerances shown in Subsection 401.101, Surface Tolerances, are met when measured with a straightedge.

The paver shall always maintain a uniform head of HMA during the joint construction.

The HMA shall be free of segregation and meet temperature requirements outlined in Subsection 401.04. Transverse joints of the wearing course shall be straight and neatly trimmed. The Contractor may form a vertical face exposing the full depth of the course by inserting a header, by breaking the bond with the underlying course, or by cutting back with hand tools. The Authority may allow feathered or "lap" joints on lower base courses or when matching existing base type pavements.

Longitudinal joints shall be generally straight to the line of travel, and constructed in a manner that will best ensure joint integrity. Methods or activities that prove detrimental to the construction of straight, sound longitudinal joints will be discontinued.

Extra care shall be taken to insure satisfactory vertical joints in the pavements. The Contractor shall apply a coating of joint sealant immediately before paving all cold joints (temperatures less than 120°F) to the vertical face of the wearing surface unless otherwise directed by the Resident. A heavy application of tack coat shall be applied to the vertical face of all cold joints on lower lifts. The Contractor shall use an approved spray apparatus designed for covering a narrow surface. The Authority may approve application by a brush for small surfaces, or in the event of a malfunction of the spray apparatus, but for a period of not more than one (1) working day. Joint sealer shall conform to Federal Specification SS-S-1401C. The Contractor shall submit to the Resident a manufacturer's certification for the joint sealant (SS-S-1401C).

Where pavement under this Contract joins an existing pavement or when the Authority directs, the Contractor shall cut the existing pavement along a smooth line, producing a neat, even, vertical joint. The Authority will not permit broken or raveled edges. The cost of all work necessary for the preparation of joints is incidental to related Contract pay items.

401.18 Quality Control

The Contractor shall submit for approval and operate in accordance with the approved Quality Control Plan (QCP) to assure a product meeting the contract requirements. The QCP shall meet the requirements of Section 106.4 – Quality Control and this Section. The Contractor shall not begin paving operations until the Authority approves the QCP in writing. Prior to placing any mix, the Authority and the Contractor shall hold a Pre-paving conference to discuss the paving schedule, source of mix, type and amount of equipment to be used, sequence of paving pattern, rate of mix supply, random sampling, project lots and sublots and traffic control. A copy of the QC random numbers to be used on the project shall be provided to the Resident. The Authority's random numbers for Acceptance testing shall be generated and on file with the Resident and the Project Manager. All personnel of the Authority and the Contractor who have significant information relevant to the paving items shall attend, including the responsible onsite paving supervisor for the Contractor. The Resident will prepare minutes of the conference and distribute them to all attendees. Any requests to revise the minutes must be made to the Resident within 7 days of receipt. These minutes will constitute the final record of the pre-paving conference.

The QCP shall address any items that affect the quality of the Hot Mix Asphalt Pavement including, but not limited to, the following:

- a. JMF(s)
- b. Hot mix asphalt plant details
- c. Stockpile Management (to include provisions for a minimum 2 day stockpile)
- d. Make and type of paver(s)
- e. Make and type of rollers including weight, weight per inch of steel wheels, and average contact pressure for pneumatic tired rollers
- f. Name of QCP Administrator, and certification number
- g. Name of Process Control Technician(s) and certification number(s)
- h. Name of Quality Control Technician(s) and certification number(s)
- i. Mixing and transportation including process for ensuring that truck bodies are clean and free of debris or contamination that could adversely affect the finished pavement
- j. Testing plan
- k. Laydown operations including longitudinal joint construction, procedures for avoiding paving in inclement weather, type of release agent to be used on trucks tools and rollers, compaction of shoulders, tacking of all joints, methods to ensure that segregation is minimized, procedures to determine the maximum rolling and paving speeds based on best engineering practices as well as past experience in achieving the best possible smoothness of the pavement. Solvent based agents developed to strip asphalts from aggregates will not be allowed as release agents
- l. Examples of Quality Control forms including a daily plant report, daily paving report and delivery slip template for any plant to be utilized.
- m. Silo management and details (can show storage for use on project of up to 36 hours)
- n. Provisions for varying mix temperature due to extraordinary conditions or production limitations. If a warm-mix technology is utilized, a proposed target production range(not to exceed 50 F) will be provided for each mix design.
- o. Name and responsibilities of the Responsible onsite Paving Supervisor
- p. Method for calibration/verification of Density Gauge
- q. A note that all testing will be done in accordance with AASHTO and the Maine DOT Policies and Procedures for HMA Sampling and Testing
- r. A detailed description of RAP processing, stockpiling and introduction into the plant as well as a note detailing conditions under which the percent of RAP will vary from that specified on the JMF
- s. A detailed procedure outlining when production will be halted due to QC or Acceptance testing results
- t. A plan to address the change in PGAB source or supplier and the potential co-mingling of differing PGAB's.
- u. Provisions for how the QCP will be communicated to the Contractor's field personnel

The QCP shall include the following technicians together with following minimum requirements:

- a. QCP Administrator – A qualified individual shall administer the QCP. The QCP Administrator must be a full-time employee of or a consultant engaged by the Contractor or paving subcontractor. The QCP Administrator shall have full Authority to institute any and all actions necessary for the successful operation of the QCP. The QCP

Administrator (or its designee in the QCP Administrator's absence) shall be available to communicate with the Authority at all times. The QCP Administrator shall be certified as a Quality Assurance Technologist certified by the New England Transportation Technician Certification Program (NETTCP).

- b. Process Control Technician(s) (PCT) shall utilize test results and other quality control practices to assure the quality of aggregates and other mix components and control proportioning to meet the JMF(s). The PCT shall inspect all equipment used in mixing to assure it is operating properly and that mixing conforms to the mix design(s) and other Contract requirements, and that delivery slips and plant recordation accurately reflects the mix being produced with all required information. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than one PCT is required. The Plan shall include the criteria to be utilized by the PCT to correct or reject unsatisfactory materials. The PCT shall be certified as a Plant Technician by the NETTCP.
- c. Quality Control Technician(s) (QCT) shall perform and utilize quality control tests at the job site to assure that delivered materials meet the requirements of the JMF(s). The QCT shall inspect all equipment utilized in transporting, laydown, and compacting to assure it is operating property and that all laydown and compaction conform to the Contract requirements. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than on QCT is required. The QCP shall include the criteria utilized by the QCT to correct or reject unsatisfactory materials. The QCT shall be certified as a Paving Inspector by the NETTCP.

The QCP shall detail the coordination of the activities of the Plan Administrator, the PCT and the QCT. The Project Superintendent shall be named the QCP, and the responsibilities for successful implementation of the QCP shall be outlined

401.191 Inspection/Testing

All quality control testing at the plant and paving site for bituminous concrete paving shall be provided by the Contractor and will be incidental to the various items of the Contract. Quality control testing to verify the job mix formula at the plant shall be comprised of a sample taken and tested for each 500 tons of production. The plant will be shut down for two consecutive out of Specification test results for VMA, VFB, Fbe, PGAB content, gradation, and/or voids. Prior to resuming paving operations, the plant quality control unit shall satisfy the Authority that the plant production is in compliance with the Specifications. The plant, at no additional cost to the Authority, shall assign qualified quality control staff personnel and have an on-site laboratory equipped to perform all tests.

The Contractor shall submit a list of on-site laboratory and sampling facilities, including available equipment.

Adequate and convenient sampling facilities shall be provided, allowing the Resident and the Authority's designated quality assurance personnel to obtain representative samples from the full width and depth of the discharge area of each aggregate bin. The sampling tray shall be structurally supported during the sampling operation. Access to the sampling facilities shall be provided. The use of such access shall not be more difficult than climbing a ladder leading to a secure platform with railings.

Final acceptance shall be based on quality assurance tests to assure compliance with the job mix formula as established. Samples and certified quality control reports shall be available to the Resident and the Authority's designated quality assurance personnel as often as requested. Sample locations will be random in compliance with ASTM D3665 or as directed by the Resident.

When plant inspection is maintained, the material will be considered acceptable for use when the specified tests from samples obtained at the production plant indicate conformance to the approved job mix formula.

Quality assurance testing services for bituminous concrete pavement shall be provided by the Authority. The Contractor shall provide adequate space and all lab equipment, materials and chemicals at the bituminous plant necessary to verify job mix formula (asphalt content (AASHTO T 164 or T 308) and gradations). Upon completion, the Contractor shall be responsible for the proper disposal of all materials and chemicals. This work will not be measured separately for payment, but shall be incidental to the various items of the Contract.

A. Inspection. The Resident, or his authorized representative, shall have access and use of the laboratory facilities at any time and access to all parts of the plant for:

1. Inspection of the condition and operations of the plant.
2. Confirmation of the adequacy of equipment in use.
3. Verification of the character and proportions of the mixture.
4. Determination of temperatures being maintained in the preparation of the mixtures.
5. Inspection of incidental related procedures.
6. Performing quality assurance testing.

B. Plant Testing Laboratory. The Contractor shall provide a plant testing laboratory for use by the Authority's quality assurance personnel for acceptance testing functions.

The plant laboratory shall be available at the following times for use by the Authority's quality assurance personnel:

1. During periods of pavement production;
2. During periods of sampling and testing; and,
3. Whenever materials subject to the provisions of these Specifications are being supplied or tested.

The Authority's quality assurance personnel will always have priority in use of the laboratory. The laboratory shall have sufficient equipment in order for both (Authority's and Contractor's) testing representatives to operate efficiently.

The plant testing laboratory shall have a floor space area of not less than 150 square feet, with a ceiling height of not less than 7-1/2 feet. The laboratory shall be weather tight, sufficiently heated in cold weather and air-conditioned in hot weather, to maintain temperatures for testing purposes of $70^{\circ}\text{F} \pm 5^{\circ}\text{F}$.

As a minimum the plant testing laboratory shall have:

1. Adequate artificial lighting.
2. Electrical outlets sufficient in number and capacity for operating the required testing equipment and drying samples.
3. Two fire extinguishers, Underwriter's Laboratory approved.
4. Work benches for testing, minimum 2-1/2 feet by 10 feet.
5. Desk with two chairs.
6. Sanitary facilities convenient to testing laboratory.
7. Exhaust fan to outside air, minimum 12 inch blade diameter.
8. A direct telephone line and telephone including answering machine and FAX machine, operating 24-hours per day, seven days a week.
9. File cabinet with lock for Resident.
10. Sink with running water, attached drain board and drain.
11. Metal stand for holding washing sieves.
12. A Two element hot plate or other comparable heating device, with dial type thermostatic controls for drying aggregates.
13. Mechanical shaker and appropriate sieves (listed in 639.06) meeting the requirements of ASTM E11.
14. Superpave gyratory compactor.
15. Oven, thermostatically controlled, inside minimum one cubic foot.
16. Two volumetric specific gravity flasks, 500 CC.
17. Other necessary hand tools required for sampling and testing.
18. Library containing Contract Specification, latest ASTM Volumes 4.03 and 4.04, AASHTO Materials Parts I and II, and Asphalt Institute Publications MS-2 and SS-1.
19. Equipment for Maximum Theoretical Density meeting the requirements of AASHTO T209 and equipment for Bulk Spec. Gravity meeting the requirements of AASHTO T166.
20. Infra-red temperature measuring device for use at both plant and Project site.
21. Necessary equipment for extraction (wet sample) testing.

- 22. Diamond blade saw for trimming pavement cores.
- 23. Two ovens.
- 24. All equipment (scales, Superpave gyratory compactor, etc.) to have current calibrations and certifications.

Approval of the plant and testing laboratory by the Resident requires all the above facilities and equipment to be in good working order during pavement production, sampling and testing. Failure to provide any of the above shall be sufficient cause for disapproving the bituminous plant operations.

401.21 Method of Measurement

The Authority will measure Hot Mix Asphalt Pavement by the ton in accordance with Subsection 108.1, Measurement of Quantities for Payment.

This Subsection is amended by the following:

<u>CORE DENSITY VS. CORE THEORETICAL MAXIMUM DENSITY COMPACTION (SURFACE) 92.5-97 PERCENT</u>	
<u>PERCENT COMPACTION</u>	<u>PERCENT PAYMENT</u>
92.5 - 97.0	100
91.5 - 92.4, 97.1 - 97.9	95
90.5 - 91.4, 98.0 - 98.9	90
89.5 - 90.4, 99.0 - 99.9	75
<89.5, > 99.9	0
Note: Percent compaction is the percentage of the field core density as compared to the Theoretical Maximum Density (TMD) of that core.	

<u>*AIR VOIDS – 2.5 – 5.5 PERCENT</u>	
<u>VOIDS</u>	<u>PAYMENT PERCENT</u>
2.5 to 5.5	100
2.0 - 2.4, 5.6 - 6.1	95
1.5 – 1.9, 6.2 – 6.6	90
1.0 - 1.4, 6.7-7.1	75
<1.0, >7.1	0
Note: Voids are based on the average of the test specimens fabricated at the plant for each subplot (500 tons).	
*Air voids payment does not apply for ARGG, but does for shut down criteria	

Payment for PGAB content shall be based on the JMF aim with an allowable production tolerance of 0.4% except that test results which fall outside of the following ranges shall not be permitted

9.5 mm	5.7 – 7.5
12.5 mm	5.2 – 6.4
12.5mm(ARGG)	7.6 min.
19.0 mm	4.7 – 6.1

9.5 mm PGAB CONTENT	
% PGAB	% PAYMENT
JMF Aim ± 0.4	100
JMF Aim + 0.5 , - 0.5 , < 5.7	95
JMF Aim + 0.6 , - 0.6 , < 5.6	85
JMF Aim + 0.7 , - 0.7 , < 5.5	75
JMF Aim + 0.8 , - 0.8 , ≤ 5.4 , > 7.5	50
<u>Note:</u> PGAB content is based on samples tested at the plant for each 500 Ton subplot	

12.5 mm PGAB CONTENT	
% PGAB	% PAYMENT
JMF Aim ± 0.4	100
JMF Aim + 0.5 , - 0.5 , < 5.1	95
JMF Aim + 0.6 , - 0.6 , < 5.0	85
JMF Aim + 0.7 , - 0.7 , < 4.9	75
JMF Aim + 0.8 , - 0.8 , ≤ 4.8 , > 6.4	50
<u>Note:</u> PGAB content is based on samples tested at the plant for each 500 Ton subplot	

12.5 mm PGAB CONTENT(ARGG)	
% PGAB	% PAYMENT
JMF Aim ± 0.4	100
JMF Aim + 0.5 , - 0.5	95
JMF Aim + 0.6 , - 0.6	85
JMF Aim + 0.7 , - 0.7	75
JMF Aim + 0.8 , - 0.8	50
<u>Note:</u> PGAB content is based on samples tested at the plant for each 500 Ton subplot	

19.0 mm PGAB CONTENT	
% PGAB	% PAYMENT
JMF Aim ± 0.4	100
JMF Aim + 0.5 , - 0.5 , < 4.6	95
JMF Aim + 0.6 , - 0.6 , < 4.5	85
JMF Aim + 0.7 , - 0.7 , < 4.4	75
JMF Aim + 0.8 , - 0.8 , ≤ 4.3 , > 6.1	50
<u>Note:</u> PGAB content is based on samples tested at the plant for each 500 Ton subplot	

As an example of payment reduction, if a subplot of 500 tons was tested and found to have 96 percent TMD compaction, 5.8 percent air voids and asphalt content of 5.58 percent, the payment reduction would be as follows:

500 tons x 1.00	= 500 tons payment	=	0 tons reduction (compaction)
500 tons x 0.95	= 475 tons payment	=	25 tons reduction (voids)
500 tons x 0.95	= 475 tons payment	=	25 tons reduction (asphalt content)

$$\text{Payment} = 500 \text{ tons} - (0 + 25 + 25) = 450 \text{ tons}$$

401.22 Basis of Payment

The Authority will pay for the work, in place and accepted, in accordance with the applicable sections of this Section, for each type of HMA specified.

The Authority will pay for the work specified in Subsection 401.11, for the HMA used, except that cleaning objectionable material from the pavement and furnishing and applying bituminous material to joints and contact surfaces is incidental.

Payment for this work under the appropriate pay items shall be full compensation for all labor, equipment, materials, and incidentals necessary to meet all related Contract requirements, including design of the JMF, implementation of the QCP, obtaining core samples, transporting cores and samples, filling core holes, applying specified material to joints, and providing testing facilities and equipment.

SPECIAL PROVISION

SECTION 401

HOT MIX ASPHALT PAVEMENTS

Desc. of Course	Grad. Design	Item Number	Bit Cont. % of Mix	Total Thick	No. Of Layers	Comp. Notes
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7 ½” Full Depth HMA Areas
Mainline Travelway and Shoulders

Wearing	12.5 mm	403.208	N/A	1 ½ in.	1	A, B, D, F, L
Intermediate	12.5 mm	403.213	N/A	2 in.	1	A,B,E,F,
Base	19.0 mm	403.207	N/A	4 in	2	A, B, E, F,

Variable Depth Mill and 1 ½ in. Overlay Areas
Mainline Travelway

Wearing	12.5 mm	403.208	N/A	1 ½ in.	1	A, B, D, F, L
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Spot Shims – Cross Slope Correction as Directed
Mainline Travelway

Shim	9.5 mm	403.211	N/A	Variable	1 or more	A, F, G, H
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Islands, Miscellaneous

Wearing	9.5 mm	403.209	N/A	2 in.	2	A, F, J
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COMPLEMENTARY NOTES

- A. The bituminous binder material for this mixture shall be PG 64-28.
- B. The contractor shall furnish a quality control technician with a thin lift nuclear density gauge to ensure density requirements are met.
- C. Bridge decks. No RAP is allowed. The use of an oscillating steel roller shall be used to compact all hot mix asphalts placed on
- D. 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 **75 gyrations**. (N design)
- E. 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 **50 gyrations**. (N design)
- F. Section 106.6, Acceptance, (2) Method C (MaineDOT Standard Specification-December 2002).
- G. A “FINE” 9.5 mm mix with a gradation above or through the restricted zone shall be used for this item.

- H. A mixture meeting the gradation of 12.5 mm hot mix asphalt may be used at the option of the Contractor in areas where the compacted depth exceeds 2”.
- I. A mixture meeting the gradation of 9.5 mm hot mix asphalt may be used at the option of the Contractor.
- J. A mixture meeting the requirements of Subsection 703.09, Grading ‘D’, with a minimum PGAB content of six percent, and the limits of Special Provision 401, Table 9 (Drives and Sidewalks) for PGAB content and gradation may be substituted for this item. A job mix formula shall be submitted to the Resident for approval.
- K. Any base or binder mix left exposed to traffic over the winter shall have a layer of 12.5 mm mix substituted for the 19 mm mix. If this substitution is made, the specified layers may need to be modified, as approved by the Resident.
- L. Joints shall conform to Subsection 401.17 below.
- M. Match existing pavement thickness.

401.03 Composition of Mixture

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

The Contractor shall submit a current MaineDOT approved job mix formula to the Resident at least 30 days prior to the placement of bituminous pavement. Submission shall include a description of where the submitted mix is currently in use on a MaineDOT Project. Bituminous pavement shall not be placed until after the job mix formula is approved by the Resident.

401.6 Weather and Seasonal Limitations

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

The Contractor shall not place any hot mix asphalt on a wet or frozen surface. The air temperature shall be 40°F or higher when placing non-surface mix, and 45°F or higher when placing shim or surface mix.

401.17 Joints

All cold joints with temperatures less than 120°F shall be sealed as specified herein.

The fourth paragraph is amended as follows:

The words “emulsified asphalt” are deleted and replaced with “joint sealant, conforming to Federal Specification SS-S-1401C”.

The following sentence is added after the last paragraph:

The Contractor shall submit to the Resident a manufacturer’s certification for the joint sealant (SS-S-1401C).

401.204 Opening to Traffic

No vehicular traffic or 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.

401.205 Additional Lifts of Pavements

No additional lifts of pavement shall be permitted on a newly completed pavement layer until the material has cooled sufficiently and adequate stability has been attained to prevent mat distortion or loss of fines. No subsequent lift of pavement shall be placed until the internal temperature of the previously placed pavement layer has cooled to 120°F. The Resident will test the internal temperature of the previously placed pavement layer and shall be the sole judge as to whether a subsequent lift of pavement can be placed. No equipment or traffic will be permitted on the compacted pavement layer until the internal temperature has cooled to 120°F.

SPECIAL PROVISION

SECTION 403

HOT BITUMINOUS PAVEMENT

403.01 Description

This work shall also consist of the construction, maintenance and removal of all temporary bituminous ramps at locations as shown on the Plans or as directed by the Resident.

403.02 General

The Contractor shall compose the Hot Mix Asphalt Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), and mineral filler if required. The Performance Graded Asphalt Binder (PGAB) shall be polymer modified as detailed in this special provision and shall conform to the requirements of AASHTO M 320. The required PGAB shall be a storage-stable, preblended, homogeneous, polymer modified asphalt binder that meets PG 64E-28 grading requirements in AASHTO MP-19.

403.03 Construction

All areas which have been milled or overlaid shall have a minimum 29 foot temporary ramp constructed at the milled or overlaid limits prior to opening the roadway to traffic. Temporary ramps shall be constructed using the same material as being placed on that day or as directed by the Resident. All temporary ramps are to be constructed on a sand joint. The Contractor shall be responsible for all repairs and maintenance required for the temporary ramps.

The Contractor shall be responsible for the layout of the longitudinal centerline between the travel lanes. The control points to establish this line will be furnished by the Authority.

403.05 Method of Measurement

The construction and removal of temporary ramps on sand joints, and maintaining the ramps will not be measured separately for payment, but shall be incidental to Items 403.

The removal of sand and loose debris will not be measured separately for payment, but shall be incidental to paving items.

SPECIAL PROVISION

SECTION 409

BITUMINOUS TACK COAT

409.02 Bituminous Material

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

Bituminous material shall conform to the Specifications for Emulsified Asphalt RS-1, 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-brooming or scraping, or a combination of both. Small areas otherwise inaccessible may be broomed 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, 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.

SPECIAL PROVISION

SECTION 419

SAWING AND SEALING JOINTS IN BITUMINOUS PAVEMENT

(Full Depth Bituminous Sawcut)

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 full depth sawcut shall be vertical, a minimum of 3/8 inch wide, and extend to the bottom of the pavement.

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

419.03 Method of Measurement

Full Depth Bituminous Sawcut will be measured by the linear foot of pavement actually cut to the bottom of pavement and accepted. No additional payment will be made for variations in the pavement thickness.

419.04 Basis of Payment

Full Depth Bituminous Sawcut 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>
419.31 Full Depth Bituminous Sawcut	Linear Foot

SPECIAL PROVISION

SECTION 604

MANHOLES, INLETS, AND CATCH BASINS

(Catch Basin)

604.01 Description

This work shall consist of furnishing and installing new catch basins with grates.

604.02 Materials

The following sentence is added:

Catch Basin Frames and Grates shall be as outlined below and be manufactured by EJ Company of Brockton, Massachusetts or an approved equal and shall meet or exceed the AASHTO M306 Loading Requirements.

Catch Basin Frames shall be manufactured by EJ Company of Brockton, Massachusetts (or an approved equal) with the following product numbers:

5521Z - 8 Inch Frame Product Number 00552111

5546Z - 6 Inch Frame Product Number 00554611

5544Z - 4 Inch Frame Product Number 00554411

Catch Basin Frames shall be 8" frames unless otherwise specified by the plans or approved by the resident.

Catch Basin Grates shall be a square holed grate as manufactured by EJ Company of Brockton, Massachusetts (or an approved equal) with the following product number:

5520M5 Grate Product Number 00552060

If a cascade catch basin grate is specified on the plans then it shall be manufactured by EJ Company of Brockton, Massachusetts (or an approved equal) with the following product numbers depending on the direction of flow:

5520M8 Product Number 00552084 or 5520M8 Product Number 00552085

604.03 Construction Requirements

The following paragraph is added:

The Contractor shall remove existing materials around each catch basin frame to a minimum depth of 10 inches below finished grade. The excavated area shall be filled to a depth of two inches below finished grade with at least eight inches of “AAA” Concrete. Two inches of surface pavement shall be placed on top of the concrete to achieve finished grade.

604.05 Method of Measurement

Removal of existing materials and placement of concrete will not be measured separately for payment, but shall be incidental to each Catch Basin.

SPECIAL PROVISION

SECTION 619

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”.

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 upstation and downstation 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.

619.04 Applying Mulch

The third paragraph is deleted and replaced with the following:

Newly disturbed earth and ditches shall be mulched or otherwise stabilized by the end of each work day and maintained on a daily basis as described in Subsection 105.8.1.11 (b) in the Special Provisions. The Contractor is responsible for applying temporary mulch as necessary, in accordance with the latest edition of the BMP's, to minimize soil erosion prior to the application of the final slope treatment.

Temporary mulch applied during the winter months of November 1st through April 15th shall be applied at twice the standard temporary stabilization rate or 150 lbs. per 1,000 square feet or three tons/acre. Mulch shall not be spread on top of snow and shall be anchored with mulch netting on slopes steeper than eight percent unless erosion control blankets or erosion control mix is being used on the slopes.

The Contractor shall review his construction operations and staging to determine how much temporary mulching is required.

619.06 Method of Measurement

The following sentence is added:

Temporary Mulch will be paid for by the lump sum.

619.07 Basis of Payment

The following paragraphs are added:

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

619.1202 Temporary Mulch

Lump Sum

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/or the Falmouth Spur 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.

627.02 Materials

This Subsection is deleted and replaced with the following:

Temporary pavement marking paint shall be 100% 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% 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 15 foot painted line segments and 25 foot gaps.

627.09 Method of Measurement

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

The measurement of temporary broken white lines will include the gaps when painted. Temporary Painted Pavement Marking lines will be measured for payment by the linear foot.

627.10 Basis of Payment

The following paragraphs are added:

The accepted quantity of Temporary Painted Pavement Marking lines will be paid at the Contract price per linear foot. This price shall include all labor and materials to furnish, install and maintain the paint markings.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
627.68	Temporary 4 Inch Painted Pavement Marking Line – Yellow or White	Linear Foot
627.682	Temporary 12 Inch Painted Pavement Marking Line, White	Linear Foot

SPECIAL PROVISION

SECTION 627

PAVEMENT MARKINGS

627.01 Description

The following sentences are added:

This work shall consist of furnishing and placing the final pavement markings on Exit 19 Ramp

The final pavement marking lines on Exit 19 Ramp shall be painted, four inches wide, white or yellow markings.

627.02 Materials

This Subsection is deleted and replaced with the following:

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% 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.

627.09 Method of Measurement

The following sentence is added:

The final pavement marking lines on Exit 19 Ramp will be measured for payment by the linear foot along the centerline stationing of the roadway.

627.10 Basis of Payment

The following paragraphs are added:

The accepted quantity of final pavement marking lines will be paid for at the Contract unit price per linear foot. This price shall include all labor and materials to furnish and install the paint.

Payment will be made under:

Pay Item

Pay Unit

627.712	4 Inch White or Yellow Pavement Marking Line	Linear Foot
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SPECIAL PROVISION

SECTION 627

PAVEMENT MARKINGS

(Pavement Marking Tape)

627.1 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.

627.2 Materials

The following sentence is added:

Pavement Marking Tape for supplemental lane markings between travel lanes shall be 3M Tape Series 380AW – High Performance pavement marking tape, color- white, six (6) inch wide, as manufactured by 3M of St. Paul, Minnesota.

Pavement Marking Tape for dotted acceleration/de-acceleration lane markings 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

627.4 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 noted in Appendix B. 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 in Appendix B. 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.

627.5 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 6 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 ± ¼ 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.”

627.9 Method of Measurements

The following paragraph is added:

The quantity of Pavement Marking Tape measured for payment will be the number of linear feet 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

SPECIAL PROVISION

SECTION 643

TRAFFIC SIGNALS

643.01 Description This work shall consist of furnishing and installing traffic signals at the intersection of the Maine Turnpike Exit 19 interchange and Route 109 / Sanford Road in Wells. Work shall include traffic signal modifications, a new controller, an emergency preemption system, and a new video detection system. The work shall include wood strain poles, backfill, and all necessary fittings, cables, wires and components as required.

Traffic signal terms shall be in accordance with those defined in the NEC, MUTCD, NESC, NEMA, IMSA and the ITE Standards for traffic control equipment.

643.02 Materials A list of the recommended materials required to install the system may be included as an amendment to this specification, but the Authority will give no guarantee as to the completeness of this list.

Electrical materials shall meet the standards herein, local and utility codes, and the National Electrical Code, where applicable.

Drawings, manufacturer's specifications and applicable catalog cuts for all materials and components shall be submitted in accordance with Section 105.7 of the Standard Specification within 21 days after award of the Contract. An additional set of final approved documents, to total 6 sets, shall be provided to the Resident.

643.021 Traffic Signal Heads Housings shall be constructed of die cast aluminum or polycarbonate with a smooth outer surface and shall be capable of holding the optical units securely in place. Housings shall be adaptable for pedestal, bracket, or rigid mast arm vertical or horizontal mounting. The assembled housing shall be dust proof and moisture proof. Each housing shall be equipped with a hinged door of die cast aluminum or polycarbonate to hold the lens and parts of the optical units. The doors shall be designed to ensure uniform pressure around the doorframe when closed. Doors shall be fastened by two hinged wing nut assemblies or other approved fasteners. Unless otherwise indicated on the plans, lenses shall be furnished with approved tunnel visors (not less than 10 inches). If either longer visors than those specified above or louvers are deemed necessary, they shall be furnished and installed. All traffic signals shall be furnished with a 5 inch backplate. Backplates shall be louvered aluminum coated flat black, be fastened with stainless steel hex head slotted screws and a 3/16 inch by 3/4 inch stainless steel fender washer. Signal housings shall be manufactured by the Econolite Group, Inc. or an approved equal.

The assembled housings shall be made up of individual sections fastened together with bolts; the assembly of sectional units shall present a smooth unbroken contour of pleasing appearance. Each end of the housing assembly shall have an opening for a 1-1/2 inch pipe nipple. The area around this opening shall be reinforced and serrated so that lock nuts will seat firmly.

One cap shall be supplied with each assembled housing to act as a cover over the hole in the top to prevent water from entering.

LED lamps shall have a regulated power supply designed to electrically protect the diodes. The lamp shall be water tight and sealed to eliminate contaminants. The lamp shall be capable of operating at ambient air temperatures of -40° F to 140° F. LED's shall be GelCore as manufactured by General Electric or an approved equal.

Each LED module shall be wired with two leads which shall terminate at the terminal block in each signal head. Separate leads shall be used to wire the block to the base. Leads shall be 18 AWG stranded wire with spade type copper terminal ends. All colors shall be bright and clearly defined and cover the insulation the entire length of the lead. The color of these leads shall be as follows:

- (a) From the receptacle behind the red lens: one red wire and one white wire with an optional red tracer;
- (b) From the receptacle behind the yellow lens: one yellow wire and one white wire with an optional yellow tracer;
- (c) From the receptacle behind the green lens: one green wire and one white wire with an optional green tracer;
- (d) From the receptacle behind the green arrow: one blue wire and one white wire with an optional blue tracer.

LED lamp life shall be a minimum of 100,000 hours of continuous operation. Power consumption for 12" indications including power supply shall not exceed 20 W and have an initial output of 1900-lumens.

LED modules shall conform to the standards set forth by the Institute of Transportation Engineers and shall be of the color indicated, circular in shape, with a visible diameter of approximately 12 inches.

643.04 Traffic Signal Controllers and Cabinets. The controller shall operate on 120 volt, 60 hertz (cycle) alternating current, and shall be placed in the existing controller cabinet to be relocated by the contractor. It is the responsibility of the contractor to ensure that any updates and modifications required for signal operations or to meet current standards are made to the controller cabinet. All components shall be new, and unless noted, the use of solid state components shall be required. Controllers shall be programmable, menu driven, contain an Ethernet communication port (RJ-45 connection) and one hundred (100) logic processor commands shall be accessible from the front panel of the controller or through remote database management software. The controller shall meet, as a minimum, all applicable sections of the NEMA Standards Publications for TS2 and NTCIP. The controller shall comply with NEMA TS-2 Type 1. The controller shall be a Cobalt as manufactured by the Econolite Control Group.

643.041 Bench test. All components of the controller and cabinet shall be bench tested for a minimum of 72 continuous hours by the Contractor at the Contractor's facility prior to delivery to the project. A representative of the Authority shall verify the test check list. The Contractor shall notify the Authority at least 3 days prior to testing as to the date, time and place that tests are to be performed. Testing shall be performed by a qualified Signal Technician using a test board and in conformance with the design loads, phasing, timing and auxiliary equipment such as pre-emption phases. Any defective component shall be replaced, retested and continuous testing continued. Test results shall be documented on a check list as provided by the Authority and these results attested by the signature of the performing technician. Upon completion of satisfactory bench testing, a written approval will be supplied to the Contractor by the Engineer for delivery to the project only. This approval does not relieve the Contractor from ensuring

proper operation of the equipment. The approval shall accompany the cabinet and controller when delivered to the project.

The checklist will contain the following items:

- (a) Install all of the equipment into the cabinet as required per the plans and specifications.
- (b) Set the phase timings of the controller in accordance with plans.
- (c) Wire in load lamps, minimum rating of 90 watts, to the load packs in simulation to the intersection as per the plans.
- (d) Check all of the wiring connections for physical tightness.
- (e) Power up the cabinet.
- (f) Observe the sequences, timings and operations of the controller in conformance to the plans and specifications.
- (g) Using the phase test push buttons, insert a call for a phase and observe this phase as it is being called for sequencing, timing and returning to rest condition. Only one separate call for each phase shall be used.
- (h) Test the police panel switches, manual, on/off, flash/auto and test the police manual cord if present in the panel.
- (i) Test for Fire Pre-emption - Optical Detector - with the receivers wired in the cabinet and using an emitter, test each fire run as per the plans. Hard Wired - Attach a temporary push button as per the plans and test each fire run as per the plans.
- (j) Check exhaust fan controls by applying heat from a 100 watt lamp on an extension cord to the thermostat.
- (k) Check heat lamp controls by cooling the thermostat.
- (l) Check conflict monitor by testing for any conflicting Greens or Yellows by the use of a jumper wire attached to a displayed Green or Yellow and to the other non-parent Greens or Yellows to ascertain that conflicting colors are not present.

When all of the above procedures have been completed, the performing technician shall document the results on the approved form as provided by the Authority.

643.042 Controller cabinet. The existing controller cabinet is a “P-44” type cabinet and was installed in March of 2015. The cabinet is to be relocated on a new foundation and aluminum extension base as noted on the plans. The contractor shall verify that the finished cabinet and base assembly is weather tight. With the exception of the controller and MMU, all existing equipment will be retained and reused.

643.048 Malfunction Management Unit (MMU). The cabinet assembly shall be supplied with one MMU as defined by the requirements of Section 4 of the NEMA TS2 Standard. The MMU shall retain, at a minimum, complete information on the last 9 events including which channels were active, the date and the time. The assignment of conflicting channels shall be by means of a standard NEMA program card. The MMU shall be wired to detect absence of voltage on all channels. The MMU shall have an RS232 serial port and an Ethernet port for downloading. All software and cabling from the manufacturer will be supplied to the Authority to allow communication to the device with a PC.

Malfunction Management Units shall be a Type 16. The MMU shall be Reno A&E Model MMU-1600GE or approved equal.

643.06 Fire Pre-emption. Fire pre-emption shall be activated by optical detection equipment with optical detectors. Fire pre-emption shall clear the existing phase through a normal clearance followed by the fire phase as shown on the plans for the minimum time specified. The fire phase shall give a green in the called direction; the confirmation light shall be activated only during the fire pre-emption phase, after the call phase is satisfied. Upon release of the fire pre-emption, the controller shall provide a green to the major movement. Phase selector will be Opticom model 764 as manufactured by Global Traffic Technologies. All software and cabling from the manufacturer will be supplied to the Authority to allow communication to the device with a PC.

The engineering, design, and integration of the fire pre-emption shall be by the manufacturer of the equipment, in cooperation with the supplier of the signal controller equipment. Preemption receivers will be Opticom model 700 as required.

The confirmation light shall be operated by a back panel load switch (LS #9 Yellow).

Confirmation light shall be a self-contained 120 volt AC industrial strobe light beacon with a weather-resistant, fully enclosed, rugged, cast aluminum base and lexan red optic lens as manufactured by Whelen Engineering Company Inc. or an approved equal.

Optical detector locations shall be verified by the Engineer to assure optimum reception. Optical detector cable shall run unspliced from the optical detector head to the controller cabinet.

643.07 Video Detection.

643.071 Description. The work shall consist of furnishing and installing a video detection system (Aldis' GridSmart video-based vehicle detection system – no approved equals) at the traffic signal located at the intersection of Sanford Road (Route 109) and the Maine Turnpike Exit 19 interchange ramps. The following subsection shall be added:

643.072 Video Detection System

The video detection system shall meet the following minimum requirements:

VIDEO DETECTION DEVICE

The video detection device shall be a video based 360 degree detection device and meet the following minimum performance standards:

- a. The device shall utilize three dimensional, omni-directional tracking to provide real time vehicle detection. This data will be used by the local traffic signal controller as dynamic phase calls to service vehicles on a signalized approach.
- b. The device shall include a single wide camera with an ultra-wide lens housed in a ruggedized Wintel platform.
- c. The device shall include vision stabilization, vehicle intent digital signal processing technology and electronic shutter speed control.

- d. A device control card and module shall be housed in the traffic signal control cabinet and support the interface between the field camera and the traffic signal controller.
- e. Multiple approach detection zone programming shall be user configurable.
- f. The device shall have the ability to interface to NEMA TS-1, NEMA TS-2, type 1 and NEMA TS-2, type 2 controllers providing real time vehicle demand data.
- g. The detection device shall support the following detection functions:
 - A. Vehicle Presence
 - B. Stopped Vehicle Presence
 - C. Directional
- h. The detection device shall support the following vehicle classification functions:
 - A. Turn and Vehicle Speed Data
 - B. Vehicle Count per Lane
 - C. Vehicle Class Data, compiled in 32 user defined bins
- i. The device shall be supplied complete with a traffic simulator feature that will allow for modeling of various traffic flow scenarios for system testing purposes.
- j. The device shall be wirelessly configurable utilizing intuitive GUI based programming software.
- k. The device shall employ a vehicle tracking point system that will follow these data points through the intersection image to minimize occlusion.

VIDEO CAMERAS

The Video Detection System shall be supplied with two (2) cameras for the installed system. The cameras shall meet the following minimum requirements:

- a. The cameras shall draw 18 watts of electrical power.
- b. The cameras shall be support Wi-Fi transmission for initial system set-up and device diagnostics.
- c. Operating range shall be -34°C to 74C° and humidity level up to 100%.
- d. Camera enclosures shall be ¼” thick cast aluminum and conform to NEMA – 4 specifications, weather adjustable and a sunshield.
- e. The lens shall be 360°wide, 5 megapixel with a CMOS image sensor.

- f. Transmission at 100 Mbps IP, 1-10,000 LUX at a useable image digital output.

CONTROL CARD AND MODULE

The control card and module shall meet the following minimum requirements:

- a. Card and module shall operate at 120 VAC, 60 Hz at 1.0 amps.
- b. Operating range shall be -35°C to 75°C and humidity level up to 100%.
- c. The card and module shall be rack mountable in the cabinet.
- d. Processing shall be PC-104, embedded controller consisting of a dual Pentium core, 2.8 Ghz, 1028 RAM and a 32 GB diskless hard drive.
- e. The module shall be dual channel.
- f. The Module shall come preloaded with GridSmart® software and the price of the Video Detection System shall include the cost of the software license.

VIDEO DETECTION MOUNTING

Video detection cameras shall be mounted to two new wood strain poles at a height of 30 feet above ground so that stop bars are visible within at least 150 feet of one camera. Wood strain poles are to be located on either side of the Exit 19 Ramp as noted on the signal plan sheet.

643.11 Radio and television interference. Electrical equipment shall be prevented from interfering with radio and television reception.

643.12 Cable and Wire. Cable shall be plastic covered cable meeting the applicable requirements of the International Municipal Signal Association (IMSA) specifications. The conductor color coding shall not be by means of printed code. Actual color coding shall be used. The minimum size wire for the circuits shall be as follows:

<u>Service</u>	<u>A.W.G.#</u>
(a) To Controller	8 Stranded
(b) Controller to Pole or Pedestal	12 Stranded
(c) Pole or Pedestal to Receptacles	14 Stranded
(d) Equipment Grounding Conductor	8 Stranded

Each lead-in cable shall be marked with plastic tape corresponding to the following color code to identify which phase it pertains to at the splice(s) in both the pull box(es) and in the cabinet.

PHASE COLOR CODE

Phase 1	1 Blue
Phase 2	1 Green
Phase 3	1 Yellow
Phase 4	1 Red
Phase 5	2 Blue
Phase 6	2 Green
Phase 7	2 Yellow

Conduit for all lines shall be 3 inch in diameter unless noted on the plans. Unless otherwise noted, all conduits shall be schedule 80 PVC.

643.13 Painting. Prior to erection and assembly, if not manufactured of polycarbonate material, the entire traffic or pedestrian signal housing and visors shall be painted with an approved zinc-rich primer and a finish enamel coat of federal yellow No. 13538. The door face and inside visor shall be federal black No. 17038.

643.14 Backfill for foundations. Unless otherwise ordered, backfill for foundations shall be material conforming to the requirements of Section 203.26 of the Standard Specifications – Gravel Borrow.

643.15 Construction Requirements. All traffic signal and electrical installations shall comply with the requirements specified herein, local and utility codes, MUTCD, and the National Electrical Code (NEC).

A preconstruction meeting with the Contractor, signal Subcontractor, Engineer and Maine Turnpike Authority representative shall be arranged not less than 3 days prior to the start of signal installation, to resolve any problems.

The signal Subcontractor shall notify the Maine Turnpike Authority ITS / Toll Manager no less than 3 days prior to final inspection of signal installation. This final inspection is required prior to signal activation.

All conduit lines necessary shall be constructed for the proper operation of the signals and shall conform to Section 626 of the Standard Specifications.

All conduits terminating in the cabinet shall be sealed with duct sealant.

Concrete foundations with anchor bolts to secure the controller cabinet shall be installed at the locations specified on the plans. When directed, the concrete foundation for the controller cabinet shall be raised to any height up to 18 inches above the surface. Chamfer strips shall be used on all signal controller cabinet foundations. Forms shall be inspected before concrete is placed.

Provide protection for wiring from rodents and other elements as approved by the Engineer and/or as shown on the Plans.

Prior to placing the controller cabinet on its foundation, silicone sealant shall be applied to the area of contact.

The Contractor shall use bolt pattern templates when setting controller cabinet mounting bolts. The templates shall remain in place for a minimum of 24 hours.

Wood strain poles shall be placed in the ground to a depth of 20% of their overall length, with a maximum deviation from the vertical of ¼ inch in 5 feet.

Wood strain poles with a back-guy cable shall be placed in the ground to a depth of 20% of their overall length. Poles shall be back-guyed using a 10-inch expanding anchor with a 3/4 inch

by 96-inch anchor rod. Thimble eyes of anchor rods shall extend 12 inches above finish ground. Cable used for back-guying shall be attached to the anchor rod by a short bail automatic type grip and to the guy hook on the pole by a preformed type grip. The pole shall be drilled 14 inches from top and a 5/8 inch oval eyebolt installed with one square flat washer and square nut on the messenger side and one square washer, square nut and guy hook on the opposite side. Any guy wire, messenger wire or span wire installations done on Utility Company poles shall follow Utility Company requirements.

643.152 Service and Meter Box. The contractor shall modify the existing conduit and wiring from the relocated signal cabinet to the existing power source at the variable message sign.

643.153 Signal Cable and Wire Installation. The Contractor shall furnish and install sufficient cable and wire to operate the system properly and at least 4 spare conductors in each cable run shall be provided.

No more than one cable shall be permitted in a conduit except to eliminate splices in pull boxes. When more than one cable is permitted the area of combined cables shall not exceed 30 percent of the inside area of the conduit.

Messenger cable shall run unspliced between poles and shall be installed with a 5 percent sag in the wire when measured from the point of attachment to the middle of span. The cable shall be attached to the pole eyebolt by a preformed type grip on one end and an automatic type grip on the opposite end. Messenger cable shall be grounded to the back-guy cable.

Signal bases, housings and controllers shall be furnished and installed as required. All structures and housings shall be plumb after erection.

Multiple housings on a single post shall be grouped together using 1-1/2 inch galvanized pipe and 1-1/2 inch galvanized rail fittings. All attachments to the posts shall be made by means of adapters conforming to the following. Housing adapters for pedestal mounting shall be constructed of cast iron. They shall be adjustable with serrated surfaces to permit the housing to be locked in the desired horizontal position. The adapters shall be secured to the bottom of the housing by means of a close nipple, shall slip fit at least 7 inch over a standard traffic signal post of 4 inches in diameter and shall be secured to the post by a minimum of four set screws. Adapters shall contain raceways from the housing to the post to protect the wires from the elements. The center of all housings shall be in the same horizontal plane.

Miscellaneous electrical equipment. All additional electrical fittings, service conduit, switches, fuses, traffic signal bulbs, and such other hardware as is necessary to properly and securely install the equipment shall be furnished. All electrical fittings shall be weatherproof.

Wiring and connections. All connections shall be spliced, soldered, compounded, and taped or made using waterproof wire nuts. The following color code shall be used:

- | | |
|------------------------|-------------------------|
| (a) Red Wire | Red, Artery |
| (b) Orange Wire | Yellow, Artery |
| (c) Green Wire | Green, Artery |
| (d) Red with tracer | Red, Side Street |
| (e) Orange with tracer | Yellow, Side Street |
| (f) Green with tracer | Green, Side Street |
| (g) White | Neutral for all signals |

- | | |
|----------------------|---------------------------|
| (h) Blue | All steady burning arrows |
| (i) Blue with tracer | Intermittent arrows |
| (j) Remaining | Push buttons and spares |

Note: The white wire shall be used for all neutral connections and shall be connected to the service ground.

No street lighting splices will be permitted in the mast-arm shaft. Splices for street lighting and lightning arrestors shall be located inside the nearest street light pull box.

Ground connections. All installations and equipment shall be bonded and grounded to the service ground rod in accordance with the requirements of the electric power company.

Each signal cable run shall be installed with one green plastic covered copper ground wire to which all equipment shall be bonded in accordance with standard practice. Each base and post, cabinet, and any other component that would be considered a part of the signal system shall be bonded to the ground wire. This ground wire shall be connected to the ground rod at the controller cabinet.

643.1531 Painting. All paint shall conform to Section 708 of the Standard Specifications. The following colors of enamel shall be used:

- | | |
|------------------------|-----------------------------|
| (a) Controller Cabinet | Outside: Natural Aluminum |
| (b) Housings | Match existing |
| (c) Visors | Match existing |
| (d) Meter Box | Same color as its mounting. |

- | | |
|-----------------------------|-------------|
| | Federal No. |
| (1) Green Enamel = | H8-577 |
| (2) Black Enamel = | 17038 |
| (3) Federal Yellow Enamel = | 13538 |

After the signals have been completely installed, two coats of enamel shall be applied to all unpainted or scratched surfaces after the surface has been lightly sanded to remove gloss.

Operating sequences shall be as shown on the plans or ordered.

Operating sequences shall be verified by testing.

In cooperation with the Fire Department, the Contractor shall make trial runs to ascertain proper timing of the fire pre-emption system. The minimum time shall be approved by the Chief of the Fire Department or the Chief's representative.

643.154 Installation of signals and equipment. The signals and equipment shall be installed by competent workmen or the manufacturer's representative.

Prior to placing the signals in operation, the signal housing shall be hooded with approved non-transparent material or turned to clearly indicate that the signals are not in operation.

Signs mounted on the signals not applicable to construction conditions shall be covered as specified in Section 645 of the Standard Specifications.

All material including poles, foundations, fittings and cable shall be supplied and installed to make a complete operative installation.

643.155 Operation. The Contractor shall commence the operation of the signal system only when permitted by the Engineer. New signals shall be made operational between the hours of 10:00 AM and 2:00 PM unless approved by the Engineer.

The Contractor shall provide a qualified technician to thoroughly review and confirm that the system is satisfactory and operational as designed. Prior to the final inspection, the Contractor shall have a review with the Authority's Toll / ITS Manager and local officials (including Fire Department technician) to review and comment upon the system.

643.156 Warranty. Upon completion of the project, the Contractor shall forward to the Authority all warranties to the purchaser that the equipment which has been installed hereunder shall be free from defects in materials, workmanship and title, and shall be of the kind and quality designated or described in the Contract. The foregoing warranty supersedes all other warranties whether written, oral, or implied. If it appears within 24 months from the date of Acceptance of the work that the equipment installed hereunder does not meet the warranties specified above, the Contractor shall promptly correct any defect or nonconformance with the specifications. This warranty does not relieve the Contractor of the requirement of Section 106 of the Standard Specifications.

643.157 Removal of Existing Equipment. Existing equipment removed and replaced by the contractor shall remain the property of the MTA and be delivered to the sign shop at MM 58.3.

643.16 Method of Measurement. The modified traffic signal will be measured as a lump sum unit. Video detection system and preemptive system will be measured as a lump sum unit. No separate measurement will be done for the removal of the existing equipment, but will be considered incidental to the new signal installation. Strain poles will be measured as each.

643.17 Basis of Payment. The accepted quantity of traffic signal modifications, including relocation of the controller cabinet, power meter, new foundation, new extension base, the cobalt controller, and other internal components will be paid for at the contract lump sum price, complete in place.

When an item of conduit appears in the Contract, conduit for traffic signals will be paid for under Section 626 of the Standard Specification. When no item for conduit appears in the Contract, any conduit required will be incidental.

All miscellaneous electrical equipment required shall be subsidiary.

Video detection system (Item 643.90) will be paid for at the contract lump sum price, which payment will be full compensation for installation, furnishing all materials, including, but not limited to video processing unit, 360 degree video camera, GridSmart® software, supervisory PC software, and all appurtenances and incidentals required for a complete functioning installation. The Contractor shall coordinate with the Manufactures Representative for initial configuration and onsite training.

Strain poles (643.94) will be paid for as each, complete in place.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
643.712 Preemptive System	Lump Sum
643.80 Traffic Signal Modifications at Exit 19 and Sanford Road	Lump Sum
643.90 Video Detection System	Lump Sum
643.93 Strain Pole	Each

SPECIAL PROVISION

SECTION 645

HIGHWAY SIGNING

(Remove and Reset Sign)

(Remove and Stack 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 wood post and resetting the sign panels on a new wood post if required in the appropriate specified location. The Resident will determine if a new wood 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 MTA Sign Shop at MM 58.3 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:

Pay Item

Pay Unit

645.105 Remove and Stack Sign
645.109 Remove and Reset Sign

Each
Each

SPECIAL PROVISION

SECTION 652

MAINTENANCE OF TRAFFIC

(General)

652.2 Materials

The first sentence in the second paragraph is replaced with the following:

Super high intensity fluorescent retroreflective sheeting, ASTM 4956 – Type VII, Type VIII or Type IX (Prismatic), is required for all construction signs.

652.2.3 Flashing Arrow Board

Delete the existing 5 paragraphs and replace with the following: Flashing Arrow Panels (FAP) must be of a type that has been submitted to AASHTO's National Transportation Product Evaluation Program (NTPEP) for evaluation and placed on the Maine Department of Transportations' Approved Products List of Portable Changeable Message Signs & Flashing Arrow Panels.

FAP units shall meet requirements of the current Manual on Uniform Traffic Control Devices (MUTCD) for Type "C" panels as described in Section 6F.56 - Temporary Traffic Control Devices. An FAP shall have matrix of a minimum of 15 low-glare, sealed beam, Par 46 elements capable of either flashing or sequential displays as well as the various operating modes as described in the MUTCD, Chapter 6-F. If an FAP consisting of a bulb matrix is used, each element should be recess-mounted or equipped with an upper hood of not less than 180 degrees. The color presented by the elements shall be yellow.

FAP elements shall be capable of at least a 50 percent dimming from full brilliance. Full brilliance should be used for daytime operation and the dimmed mode shall be used for nighttime operation. FAP shall be at least 2.4 M x 1.2 M [96" x 48"] and finished in non-reflective black. The FAP shall be interpretable for a distance not less than 1.6 km [1 mile].

Operating modes shall include, flashing arrow, sequential arrow, sequential chevron, flashing double arrow, and flashing caution. In the three arrow signals, the second light from the arrow point shall not operate.

The minimum element on-time shall be 50 percent for the flashing mode, with equal intervals of 25 percent for each sequential phase. The flashing rate shall be not less than 25 nor more than 40 flashes per minute. All on-board circuitry shall be solid state.

Primary power source shall be 12 volt solar with a battery back-up to provide continuous operation when failure of the primary power source occurs, up to 30 days with fully charged batteries. Batteries must be capable of being charged from an onboard 110 volt AC power source and the unit shall be equipped with a cable for this purpose.

Controller and battery compartments shall be enclosed in lockable, weather-tight boxes. The FAP shall be mounted on a pneumatic-tired trailer or other suitable support for hauling to various locations, as directed. The minimum mounting height of an arrow panel should be 2.1 M [7 feet] from the roadway to the bottom of the panel.

The face of the trailer shall be delineated on a permanent basis by affixing retro-reflective material, known as conspicuity material, in a continuous line as seen by oncoming drivers.

A portable changeable message sign may be used to simulate an arrow panel display.”

652.2.5 Safety Vests

This Subsection is amended by the addition of the following:

All jobsite personnel shall wear a safety vest labeled as ANSI 107-2004 standard performance for Class 3 risk exposures. This requirement also applies to truck drivers and equipment operators when out of an enclosed cab.

652.2.6 Signs

The use of temporary plaques to cover text or to change text will not be allowed. All signs shall have a uniform face.

652.4 Flaggers

Replace the first paragraph with the following; “The Contractor shall furnish flaggers as required by the TCP or as otherwise specified by the Resident. All flaggers must have successfully completed a flagger test approved by the MaineDOT and administered by a MaineDOT-approved Flagger-Certifier who is employing that flagger. All flaggers must carry an official certification card with them while flagging that has been issued by their employer. Flaggers shall wear safety apparel meeting ANSI 107-2004 Class 3 risk exposure that clearly identifies the wearer as a person, and is visible at a minimum distance of 300 m [1000 ft], and shall wear a hardhat with 360° retro-reflectivity. Retro-reflective or flashing SLOW/STOP paddles shall be used, and the flagger station shall be illuminated to assure visibility in accordance with 652.6.2.”

Second paragraph, first sentence; change “...have sufficient distance to stop before entering the workspace.” to “...have sufficient distance to stop at the intended stopping point.” Third sentence; change “At a spot obstruction...” to “At a spot obstruction with adequate sight distance...”

Fourth paragraph, delete and replace with “Flaggers shall be provided as a minimum, a 10 minute break, every 2 hours and a 30 minute or longer lunch period away from the work station. Flaggers may only receive 1 unpaid break per day; all other breaks must be paid. Sufficient certified flaggers shall be available onsite to provide for continuous flagging operations during break periods. If the flaggers are receiving the appropriate breaks, breaker flagger(s) shall be paid starting 2 hours after the work begins and ending 2 hours before the work ends. A maximum of 1 breaker per 6 flaggers will be paid. (1 breaker flagger for 2 to 6 flaggers, 2 breaker flaggers for 7 to 12 flaggers, etc)”

652.6 Nightwork

Delete this section entirely and replace with the following:

“652.6.1 Daylight Work Times Unless otherwise described in the Contract, the Contractor is allowed to commence work and end work daily according to the Sunrise/Sunset Table at: <http://www.sunrisesunset.com/usa/Maine.asp> . If the Project town is not listed, the closest town on the list will be used as agreed at the Preconstruction Meeting. Any work conducted before sunrise or after sunset will be considered Night Work.

652.6.2 Night Work When Night Work occurs (either scheduled or unscheduled), the Contractor shall provide and maintain lighting on all equipment and at all work stations.

The lighting facilities shall be capable of providing light of sufficient intensity to permit good workmanship, safety and proper inspection at all times. The lighting shall be cut off and arranged on stanchions at a height that will provide perimeter lighting for each piece of equipment and will not interfere with traffic, including commercial vehicles, approaching the work site from either direction.

The Contractor shall have available portable floodlights for special areas.

The Contractor shall utilize padding, shielding or other insulation of mechanical and electrical equipment, if necessary, to minimize noise, and shall provide sufficient fuel, spare lamps, generators, etc. to maintain lighting of the work site.

The Contractor shall submit, as a subset of the Traffic Control Plan, a lighting plan at the Preconstruction Conference, showing the type and location of lights to be used for night work. The Resident may require modifications be made to the lighting set up in actual field conditions.

Prior to beginning any Night Work, the Contractor shall furnish a light meter for the Residents use that is capable of measuring the range of light levels from 5 to 20 foot-candles.

Horizontal illumination, for activities on the ground, shall be measured with the photometer parallel to the road surface. For purposes of roadway lighting, the photometer is placed on the pavement. Vertical illumination, for overhead activities, shall be measured with the photometer perpendicular to the road surface. Measurements shall be taken at the height and location of the overhead activity.

Night Work lighting requirements:

Mobile Operations: For mobile-type operations, each piece of equipment (paver, roller, milling machine, etc) will carry indirect (i.e. balloon type) lights capable of producing at least 10 foot-candles of lighting around the work area of the equipment.

Fixed Operations: For fixed-type operations (flaggers, curb, bridge, pipes, etc.), direct (i.e. tower) lighting will be utilized capable of illuminating the work area with at least 10 foot-candles of light.

Hybrid Operations: For hybrid-type operations (guardrail, sweeping, Inslope excavation, etc.), either direct or indirect lighting may be utilized. The chosen lights must be capable of producing at least 10 foot-candles of light around the work area of the equipment. Inspection Operations: Areas required to be inspected by the Authority will require a minimum of 5 foot-candles of lighting. This may be accomplished through direct or indirect means.

All workers shall wear safety apparel labeled as meeting the ANSI 107-2004 standard performance for Class 3 risk exposure.

The Contractor shall apply 2- inch wide retro-reflective tape, with alternating red and white segments, to outline the front back and sides of construction vehicles and equipment, to define their shape and size to the extent practicable. Pickup trucks and personal vehicles are exempt from this requirement. The Contractor shall furnish approved signs reading "Construction Vehicle - Keep Back" to be used on trucks hauling to the project when such signs are deemed necessary by the Resident. The signs shall be a minimum of 30 inches by 60 inches, Black and Orange, ASTM D 4956 - Type VII, Type VIII, or Type IX (prismatic).

All vehicles used on the project, including pickup trucks and personal vehicles, shall be equipped with amber flashing lights, visible from both front and rear, or by means of single, approved type, revolving, flashing or strobe lights mounted so as to be visible 360°. The vehicle flashing system shall be in continuous operation while the vehicle is on any part of the project.

The Resident or any other representative of the Authority reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Authority shall not be held responsible for any delay in the work due to any suspension under this item. Failure to follow the approved Lighting Plan will result in a Traffic Control violation.

Payment for lighting, vehicle mounted signs and other costs accrued because of night work will not be made directly but will be considered incidental to the related contract items.”

652.63 Traffic Coordinator

The Contractor shall submit to the Resident for approval a list of traffic control personnel assigned to the Project including qualifications, certifications and experience.

The Traffic Coordinator duties shall include, but are not necessarily limited to:

- a. Developing, in conjunction with the Resident and Project superintendent, a traffic control program for the days’ work activities which will facilitate traffic in a safe and efficient manner;
- b. Insure that all traffic control implements (signs, arrow boards, barrels, etc.) are on-site so the traffic program can be implemented effectively;
- c. Insure a safe and effective setup or take-down of all signing implements to least impact the traveling motorist; and,

- d. Working knowledge of construction signing/traffic control requirements in conformance with the latest issued Manual on Uniform Traffic Control Devices.

652.8.2 Other Items

Replace the first paragraph with the following: “The accepted quantities of flagger hours will be paid for at the contract unit price per hour for each flagging station occupied excluding lunch breaks, and for each approved breaker flagger. Overtime hours, as reported on the certified payrolls, will be paid an additional 30% of the bid price for 652.38. The computation and additional payment for overtime hours will occur during the project close-out process and will be paid as additional hours of 652.38 to the nearest ¼ hour. The contract unit price shall be full compensation for hiring, transporting, equipping, supervising, and the payment of flaggers and all overhead and incidentals necessary to complete the work.”

Replace the last paragraph with the following: “There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time.”

SPECIAL PROVISION

SECTION 652

MAINTENANCE OF TRAFFIC

(Specific Project Maintenance of Traffic Requirements)

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

The following minimum traffic requirements shall be maintained:

Exit 19 Ramps Traffic Control Requirements

Two-lanes of traffic shall be maintained on both the on and off ramps at Exit 19 at all times except as noted below in accordance with the details shown on the Plans with the exception of installing and removing traffic control devices or as noted below. Travel lanes shall be 11 ft wide. Flaggers will only be paid for at Route 109 for paving operations and curb installation.

Maine Turnpike Traffic Control Requirements

Activities are only allowed during the times noted in Table A. Travel lanes may not be impeded by traffic control devices until the time frames specified for each activity.

TABLE A

Equipment Move	Lane Closures	Temporary Shoulder Closure
-----------------------	----------------------	-----------------------------------

Time of Year: June 1 to September 9

Days of Week: Sunday night through Friday a.m.

Time of Day: 6:00 a.m. to 7:00 p.m.

Time of Day: 7:00 p.m. to 6:00 a.m.

Allowed		Allowed
Allowed	Allowed	Allowed

Time of Year: September 9 to November 15

Days of Week: Sunday night through Friday a.m.

Time of Day: 7:00 p.m. to 6:00 a.m.

Time of Day: 9:00 a.m. to 3:00 p.m.

Allowed	Allowed	Allowed
Allowed	Allowed	Allowed

*SEE NOTE 1

NOTE 1:

Lane Closures shall be removed if construction is not ongoing. Unattended lane closures are not allowed.

652.7 Method of Measurement

The following paragraph is added:

Traffic control devices required to complete the work will be measured for payment under their respective pay items. Installation, maintenance, and removal of traffic setups and the Contractor's dedicated traffic employee will not be measured separately for payment, but shall be incidental to Item 652.361, Maintenance of Traffic Control Devices.

SPECIAL PROVISION

SECTION 652

MAINTENANCE OF TRAFFIC

(Temporary Toll Plaza Lane Closures)

The following minimum requirements shall be maintained:

Plaza lanes shall remain available for opening at all times except when the Contractor is performing work in, adjacent to or directly over the plaza lanes. A plaza lane closure is required when danger to the traveling public or turnpike employees may exist. The potential of any material falling onto the roadway shall be considered a potential danger. This shall include, but not necessarily be limited to, demolition debris, water, tools, equipment and material.

A plaza lane closure will be required whenever men or equipment will be present in a plaza lane. The Authority may also require adjacent lanes to be closed to protect the traveling public or turnpike employees. Temporary plaza lane closures will only be allowed at the times outlined in Table A. These hours may be adjusted based on the traffic volume each day by the Resident. Plaza lane closures not completely removed by the ending time specified will be subject to a lane rental fee of \$100.00 per 10 minutes for every 10 minute increment beyond the specified ending time. Temporary plaza lane closures will not be allowed during periods of inclement weather as determined by the Authority. Temporary plaza lane closures may not be allowed on days or times when complete stoppages of traffic for other Authority projects are scheduled. The Authority reserves the right to order removal of approved plaza lane closures.

Requests for temporary traffic lane closures shall be submitted to the Resident for approval. The Resident is required to receive approval from the Maine Turnpike Authority's Director of Fare Collection or in his absence the on-duty Fare Collection Superintendent for all plaza lane closures. The request shall be submitted to the Director of Fare Collection or in his absence the on-duty Fare Collection Superintendent by the Resident at least one (1) working days prior to the day of the requested plaza lane closure. All requests must be received by 12:00 p.m. noon to be considered as received on that day. Requests received after 12:00 p.m. shall be considered as received the following day. The Contractor shall plan the work accordingly.

Some activities, which require plaza lane closures, will be considered favorably for night work. The Contractor shall submit a request in writing to the Resident. The approval of the request will be at the Resident's discretion and will not be unreasonably withheld.

E-ZPass lanes or intermediate single lanes may be closed as noted in Table A. The lane closures must be scheduled one (1) week in advance, and occur outside of the various Holiday restrictions.

SPECIAL PROVISION

SECTION 656

TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

Section 656 of the Standard Specifications and the General Provisions is deleted in its entirety and replaced with the following:

656.01 Description

This work shall consist of providing temporary erosion and water pollution control during construction in accordance with these Specifications, standard details, Best Management Practices, or as otherwise directed.

All temporary erosion control devices shall be in place and approved by the Resident prior to any operations resulting in disturbed area. The Contractor is responsible for maintaining all erosion control measures in effective operating condition, including repairing and replacing damaged or missing erosion control material until areas are permanently stabilized. The Contractor shall maintain these devices in a clean and properly operating condition as described herein.

Prior to construction, the Contractor shall properly install sediment barriers (e.g., silt fence) at the edge of any downgradient disturbed area and adjacent to any drainage channels within the disturbed area. The Contractor shall maintain the sediment barriers until the disturbed area is permanently stabilized.

The Contractor is responsible for all temporary drainage and erosion control measures. The Contractor shall review his construction operations and staging to determine if additional erosion control measures are required. The Resident may also request additional erosion control measures. The cost for all erosion control devices necessary, due solely to the Contractor's construction operations and not shown on the Plans, shall be borne solely by the Contractor. The frequency of inspection of these devices by the Contractor and the Erosion Control Compliance Officer (ECCO) shall be weekly and before, during and immediately following a rainfall of greater than 1/2 inch in a 24-hour period.

656.02 Temporary Erosion and Sedimentation Control Devices - Materials

The Contractor shall install and maintain all temporary erosion and sedimentation control materials in accordance with the manufacturer's recommendations or the latest BMP's.

1. Baled hay shall be bales at approximately 14 by 18 by 30 inches, or an equivalent, securely tied to form a firm bale.
2. Flexible drainage pipe shall consist of collapsible neoprene pipe, a minimum of 12 inches in diameter or equal.
3. Silt Fence
 - (a) Posts - Either hardwood posts or steel posts shall be used. Hardwood posts shall be straight, at least 18 inches longer than the height of the silt fence

and at least one inch by one inch.

Staples shall be of No. 9 wire.

Steel posts shall be at least 18 inches longer than the height of the silt fence and have the means provided for fastening wire to the fence.

- (b) Wire Support Fence - If required, wire support fence shall be at least two inches higher than the height of the silt fence. Horizontal and vertical wires shall be spaced no more than six inches apart. The top and bottom wires shall be at least 10 gauge; all other wires at least 12 gauge.
- (c) Fabric - The woven geotextile fabric and components shall be made from polypropylene, polyester, polyamide or other chemically stable material and be resistant to ultraviolet radiation degradation for at least 12 months of installation. Silt retention capacity shall be no less than 75 percent. The fabric shall have a Mullen burst test of no less than 260 pounds per square inch with a maximum average sieve opening size of No. 20 to No. 60. Roll width of the fabric shall be no less than six inches wider than the height of the fence, except fabric for boom supported floating silt fence which shall be no less than two feet wider than the design width.

656.03 Temporary Erosion and Sedimentation Control Devices - General

Temporary Erosion Checks - Temporary erosion checks shall be constructed in ditches and at other locations designated. Checks shall be in accordance with the Standard Detail unless otherwise directed.

Baled hay shall be used in other areas as necessary to inhibit soil erosion.

During winter construction, November 1st through April 15th, all areas being constructed within 75 feet of a protected natural resource shall be protected with a double row of silt fence.

Sediment deposits behind haybales and silt fence shall be removed when the depth of sediment reaches 50 percent of the erosion control device height.

The Contractor is also required to have on-site, at all times, 25 percent additional Contract quantities of silt fence for use as backup devices.

656.04 Temporary Erosion and Sedimentation Control Devices – Construction Requirements

1. Erosion Control Filter Berm

The Contractor may opt to furnish and install an erosion control filter berm in lieu of silt fence. The erosion control filter berm shall be a water permeable windrow of a composted bark mix to remove suspended soil particles from water moving off the site. Erosion control filter berm shall be considered an erosion control device. The material and specific application shall be submitted to the Resident for approval.

The erosion control berm shall be placed uncompacted, in a windrow in locations approved by the Resident. The cross section of the berm shall be four feet wide at the base and 1-1/2 feet high at the center. The erosion control filter berm shall be removed when no longer required, as determined by the Resident, and shall be distributed over an adjacent area.

2. Silt Fence

The silt fence shall be installed downhill of disturbed slopes as shown on the Plans or as approved. The Contractor shall have the option to provide a reinforced filter fabric or an un-reinforced filter fabric attached to a wire fence.

The fence posts shall be spaced as specified by the Resident, however, not to exceed a maximum of eight feet [2.5 m] apart when either type of silt fence is used and be driven a minimum of 18 inches [450 mm] into the ground.

The geotextile fabric shall be secured to the post or fence by suitable staples, tie wire or hog rings in such a manner as to prevent tearing and sagging of the fabric. The bottom flap of the geotextile fabric shall be entrenched into the ground a minimum depth of six inches [150 mm] to prevent water from flowing under the fence. The geotextile shall be spliced together only at support posts with a minimum six inches [150 mm] overlap and secure post connection which prevents leakage of silt. The top of the geotextile shall be installed with a reinforced top end section.

The Contractor shall maintain the silt fence in a functional condition at all times. All deficiencies shall be immediately corrected by the Contractor. The Contractor shall make a daily inspection of silt fences in areas where construction activity causes drainage runoff, to ensure that the silt fences are properly located for effectiveness. Where deficiencies exist, additional silt fences shall be installed as approved or otherwise directed.

Sediment deposits shall be removed when sediments reach 50 percent of the height of the device. All sediment deposits remaining in place after the device is no longer required shall be graded to conform to the existing ground, seeded and mulched immediately.

Geotextile fabric which has decomposed or has become ineffective and is still needed shall be replaced with material equal to the original design.

656.05 Temporary Erosion and Sedimentation Control Devices - Maintenance

The erosion control devices will be cleaned, repaired or replaced as necessary. All deficiencies shall be corrected immediately by the Contractor.

656.06 Temporary Erosion and Sedimentation Control Devices - Removing and Disposing

When disturbed areas have been permanently stabilized, temporary erosion control

devices, including stone check dams, shall be removed. However, erosion control mix filter berms may be spread out, seeded and left to decompose. Areas disturbed during the removal of the erosion control devices shall be repaired and properly stabilized.

When removed, such devices may be reused in other locations provided they are in good condition and suitable to perform the erosion control for which they are intended. Reused devices, if approved, will be measured for payment.

656.07 Erosion Control Compliance Officer

The Contractor shall designate an Erosion Control Compliance Officer (CECCO) on this Project who shall be a “DEP Certified Contractor” or have had equivalent training approved by the Authority. The Contractor shall provide the Resident with the name of the CECCO and any phone numbers or pager numbers that can be used to contact the person in case of emergency.

Before commencing any work that could disturb soils or impact water quality, the CECCO must field review the Project with the Resident’s RECCO (RECCO).

656.08 Inspection and Recordkeeping

The CECCO shall accompany the RECCO in the inspection of all erosion control devices. An inspection log shall be maintained by the Resident for the duration of the Project. The log will include daily on-site precipitation and air temperature as well as the performance, failure and/or any corrective action for all erosion and sedimentation controls in place. The log will be updated at least weekly and after all significant storm runoff or flood events. The log shall be signed by the RECCO and the CECCO after each inspection.

Failure to comply with the erosion and sedimentation control requirements herein or as directed by the RECCO within 24-hours after the violation is noted in the inspection log, will result in the \$1,000 per day per violation penalty until the violation is corrected to the satisfaction of the Resident.

656.09 Method of Measurement

Temporary berms and temporary slope drains will be measured for payment by the linear foot measured parallel with the flow line including the pipe inlet.

Temporary silt fence will be measured by the linear foot along the gradient of the fence, end post to end post.

The quantity of additional haybales and silt fence material required herein will be measured for payment only when and if they are actually put to use as additional measures on the Project as approved by the Resident. Haybales and silt fence material used for maintenance or replacement of existing devices will not be measured for payment.

The removal of silt and other material from behind the erosion control devices will not be measured separately for payment, but shall be incidental to the Erosion Control items.

656.10 Basis of Payment

There will be no separate payment for excavation in the construction of temporary erosion control items under this Section and all necessary excavation shall be incidental to the work.

The accepted quantity of temporary silt fence will be paid for at the Contract unit price per linear foot complete in place. Payment shall be full compensation for furnishing, installing, maintaining, anchoring, replacing deteriorated geotextile and clogged geotextile when required and for removing and disposing of the fence when no longer needed.

The accepted quantity of erosion control filter berm will be paid for at the Contract unit price per linear foot under Item 656.632, 30 Inch Temporary Silt Fence, which price shall be full compensation for furnishing, placing, maintaining, and removing the erosion control filter berm.

Cost of seeding and mulching the area after removal of the temporary silt fence will be paid for at the Contract unit prices for Item 618, Seeding, and Item 619, Mulch.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
656.632 30 inch Temporary Silt Fence	Linear Foot

SPECIAL PROVISION

SECTION 719

SIGNING MATERIAL

Delete Section 719.01 Reflective Sheeting and replace with the following:

Section 719.01 Reflective Sheeting Retroreflective sheeting for signs shall meet at a minimum the requirements for, ASTM 4956 – Type VII, Type VIII or Type IX (Prismatic), for all signs. All Type 1 Guide Signs shall meet at a minimum the requirements for ASTM 4956 –Type IX (Prismatic) sheeting.

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.

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 shall be fluorescent orange.

All Pedestrian Signs shall be fluorescent yellow-green.

EZ-PASS Purple shall conform to the FHWA Purple color block.

Delete Section 719.02 Demountable High Intensity Reflectorized Letters, Numerals, Symbols, and Borders and replace with the following:

719.02 Demountable Reflectorized Letters, Numerals, Symbols, and Borders Demountable reflectorized letters, numerals, symbols and borders shall consist of cut out sheeting shall meet at a minimum the requirements for ASTM 4956 – Type VII, Type VIII or Type IX (Prismatic) sheeting.

All Type 1 Guide Signs shall meet at a minimum the requirements for ASTM 4956 –Type IX (Prismatic) sheeting.