

2014  
SPECIFICATION

CONTRACT DOCUMENTS

CONTRACT 2014.02

ROADSIDE CLEARING

Mile 63.0 to Mile 75.3

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.

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MAINE TURNPIKE AUTHORITY

CONTRACT DOCUMENTS

CONTRACT 2014.02

ROADSIDE CLEARING

Mile 63.0 to Mile 75.3

NOTICE TO CONTRACTORS

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 2014.02

ROADSIDE CLEARING

Mile 63.0 to Mile 75.3

at the office of the Maine Turnpike Authority, 2360 Congress Street, Portland, Maine, until 10:00 a.m., prevailing time as determined by the Authority on Thursday, November 13, 2014 at which time and place the Proposals will be publicly opened and read aloud. Bids will be accepted from Contractors who can demonstrate previous successful completion of projects of a similar size and scope. All other bids may be rejected. This Project includes a wage determination developed by the State of Maine Department of Labor.

The clearing work consists of clearing trees and other growth, grinding of stumps, and removal of all forest debris generated during clearing operations or pre-existing, in all Locations as described herein, and all other work incidental thereto in accordance with the Plans and Specifications.

The General Limits of work are as follows:

- Location 1: Clearing areas designated in the contract documents, located in and around Exit 63 in the Town of Gray.
- Location 2: 12.3 Miles of northbound travel lanes commencing at Mile 63.0 (Sta. 3164+00) in the Town of Gray and extending northerly to Mile 75.3 (Sta. 3800+00) in the City of Auburn;
- Location 3: 12.3 Miles of southbound travel lanes commencing at Mile 75.3 (Sta. 3800+00) in the City of Auburn and extending southerly to Mile 63.0 (Sta. 3164+00) in the Town of Gray.
- Location 4: Clearing areas designated in the contract documents, located in and around Exit 75 in the City of Auburn.

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 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 [www.maineturnpike.com](http://www.maineturnpike.com) [Projects& Planning/Construction Contracts].

For general information regarding Bidding and Contracting procedures, contact Nathaniel F. Carll, Purchasing Manager, at (207) 871-7771 Ext. 115. For information regarding Schedule of Items, plan holders list, and bid results, visit our website at [www.maineturnpike.com](http://www.maineturnpike.com) [Projects& Planning/Construction Contracts]. For Project specific information, fax all questions to Nathaniel F. Carll, Purchasing Manager, at (207) 871-7115. 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", price \$13, (\$16 by mail) "Standard Details, Revision of December 2002" and "Best Management Practices for Erosion and Sediment Control", latest issue, and these contract documents and their addenda.** Copies and recent updates to these publications can be downloaded at: [www.maine.gov/mdot/contractor-consultant-information/contractor\\_cons.php](http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php).

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, and 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 included in the Contract Documents, and must be enclosed in a sealed envelope 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 Wednesday, October 29, 2014 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

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Nathaniel F. Carll  
Purchasing Manager  
Maine Turnpike Authority

MAINE TURNPIKE AUTHORITY

PROPOSAL

CONTRACT 2014.02

ROADSIDE CLEARING

Mile 63.0 to Mile 75.3

MAINE TURNPIKE AUTHORITY

PROPOSAL

CONTRACT 2014.02

ROADSIDE CLEARING

Mile 63.0 to Mile 75.3

TO MAINE TURNPIKE AUTHORITY:

The clearing work consists of clearing trees and other growth, grinding stumps, and removing forest debris generated during the work or preexisting, within one hundred (100) feet from the roadway baseline and/or as shown on the plans in Locations 1 through 4 and all other work incidental thereto in accordance with the Plans and Specifications.

The General Limits of work are as follows:

Location 1: Clearing areas designated in the contract documents, located in and around Exit 63 and including the clearing area located on Rte. 26A, in the Town of Gray.

Location 2: 12.3 Miles of northbound travel lanes commencing at Mile 63.0 (Sta. 3164+00) in the Town of Gray and extending northerly to Mile 75.3 (Sta. 3800+00) in the City of Auburn;

Location 3: 12.3 Miles of southbound travel lanes commencing at Mile 75.3 (Sta. 3800+00) in the City of Auburn and extending southerly to Mile 63.0 (Sta. 3164+00) in the Town of Gray.

Location 4: Clearing areas designated in the contract documents, located in and around Exit 75 in the City of Auburn.

This Work will be done under a Contract known as Contract 2014.02 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:

**SCHEDULE OF BID PRICES  
 CONTRACT NO. 2014.02  
 Roadside Clearing  
 Mile 63.0 to Mile 75.3**

Item No	Item Description	Units	Approx. Quantities	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
201.11	Clearing	Acre	54				
201.23	Removing Single Tree	Each	20				
613.319	Erosion Control Blanket	Square Yard	500				
618.1401	Seeding Method No. 2, Plan Quantity	Unit	200				
619.1202	Temporary Mulch	Lump Sum	1				
656.5	Baled Hay, in place	Each	100				
656.632	30 inch Temporary Silt Fence	Linear Foot	1,000				
<b>TOTAL:</b>							

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.

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

Accompanying this Proposal is an original bid bond, cashier's 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, and 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 quintuplicate.

AUTHORITY -

MAINE TURNPIKE AUTHORITY

By: \_\_\_\_\_

Title: CHAIR

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)
		(SEAL)
		(SEAL)

SURETY

		(SEAL)
		(SEAL)
		(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".

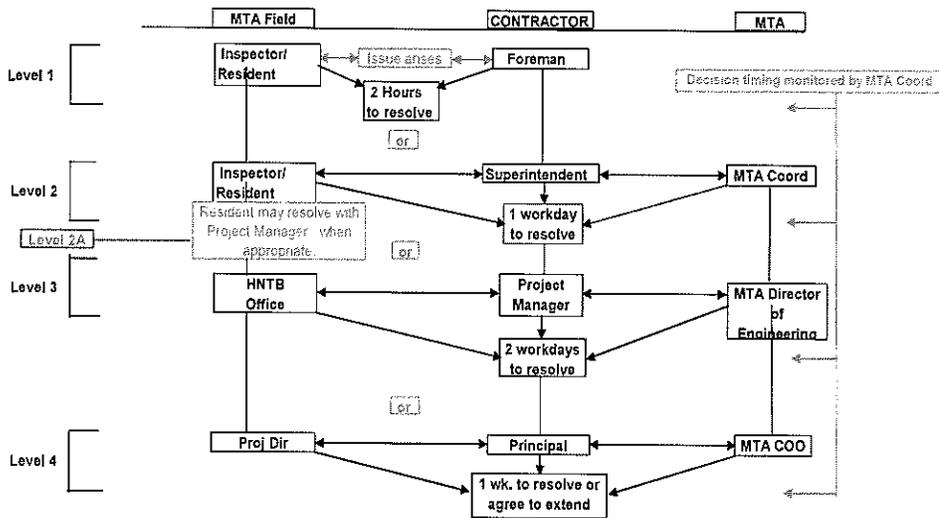
#### 104.4.2 Preconstruction Conference

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:



Level 5 If an issue is not resolved at Level 4, the matter becomes a Dispute. Refer to Section 111

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:

E. 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.



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.

<u>Organic Content</u>	<u>Percent by Volume</u>
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 grater 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/m<sup>2</sup> [80 lb/ft<sup>2</sup>] ground contact pressure..." is changed to "...crawler type bulldozer of not more than 4875 kg/m<sup>2</sup> [2000 lb/ft<sup>2</sup>] ground contact pressure..."

#### 653.06 Compaction

In the final sentence "...crawler type bulldozer of not more than 390 kg/m<sup>2</sup> [80 lb/ft<sup>2</sup>] ground contact pressure..." is change to "...crawler type bulldozer of not more than 4875 kg/m<sup>2</sup> [2000 lb/ft<sup>2</sup>] 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 m<sup>3</sup> [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

The clearing work consists of clearing trees and other growth, grinding stumpage, and removing forest debris generated during the work or preexisting, within one hundred (100) feet from the roadway baseline and/or as shown on the plans in Locations 1 through 4 and all other work incidental thereto in accordance with the Plans and Specifications.

All work shall be governed by the Maine Department of Transportation Standard Specifications, Revision of December 2002, 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 clearing work consists of clearing trees and other growth within one hundred (100) feet from the roadway baseline or as shown on the plans in Locations 1 through 4 and all other work incidental thereto in accordance with the Plans and Specifications.

The General Limits of work are as follows:

Location 1: Clearing areas designated in the contract documents, located in and around Exit 63 and including the clearing area located on Rte. 26A, in the Town of Gray.

Location 2: 12.3 Miles of northbound travel lanes commencing at Mile 63.0 (Sta. 3164+00) in the Town of Gray and extending northerly to Mile 75.3 (Sta. 3800+00) in the City of Auburn;

Location 3: 12.3 Miles of southbound travel lanes commencing at Mile 75.3 (Sta. 3800+00) in the City of Auburn and extending southerly to Mile 63.0 (Sta. 3164+00) in the Town of Gray.

Location 4: Clearing areas designated in the contract documents, located in and around Exit 75 in the City of Auburn.

Plans

The drawings included in the Contract Documents, and referred to as the Plans show the general character of the work to be done under this Contract. They bear the general title "Maine Turnpike Contract 2014.02, Roadside Clearing - MM 63.0 to MM 75.3". The right is reserved by

the Resident to make such minor corrections or alterations in the Plans as he deems necessary without change in the unit prices on the Schedule of Prices of the Proposal.

### 101.2 Definition

#### Holidays

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

Independence Day 2015 (Fourth of July)	6:00 a.m. preceding Friday to 12:01 p.m. the following Sunday.
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### 103.4 Notice of Award

The following sentence is added:

The Maine Turnpike Authority Board is scheduled to consider the Contract Award on November 20, 2014.

### 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:

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

State of Maine  
 Department of Labor  
 Bureau of Labor Standards  
 Wage and Hour Division  
 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 -----Roadside Clearing 2014.02

Location of Project -Auburn, Gray & New Gloucester, Androscoggin & Cumberland Counties  
 2014 Fair Minimum Wage Rates  
 Highway & Earthwork Androscoggin & Cumberland Counties

Occupation Title	Minimum			Occupation Title	Minimum		
	Wage	Benefit	Total		Wage	Benefit	Total
Asphalt Raker	\$14.00	\$0.60	\$14.60	Ironworker - Structural	\$22.57	\$5.88	\$28.45
Backhoe Loader Operator	\$17.00	\$1.68	\$18.68	Laborers (Incl. Helpers & Tenders)	\$13.20	\$1.13	\$14.33
Boom Truck (Truck Crane) Operator	\$25.00	\$15.46	\$40.46	Laborer - Skilled	\$16.30	\$2.55	\$18.85
Bulldozer Operator	\$19.00	\$3.09	\$22.09	Loader Operator - Front-End	\$16.50	\$2.61	\$19.11
Carpenter	\$18.50	\$1.49	\$19.99	Mechanic- Maintenance	\$20.00	\$2.89	\$22.89
Carpenter - Rough	\$17.00	\$1.85	\$18.85	Painter	\$14.50	\$0.00	\$14.50
Cement Mason/Finisher	\$17.05	\$0.43	\$17.48	Paver Operator	\$17.51	\$2.03	\$19.54
Concrete Pump Operator	\$20.50	\$3.53	\$24.03	Pipelayer	\$35.72	\$21.35	\$57.07
Crane Operator =>15 Tons}	\$23.25	\$6.45	\$29.70	Pump Installer	\$21.00	\$2.77	\$23.77
Crusher Plant Operator	\$18.38	\$3.83	\$22.21	Reclaimer Operator	\$20.00	\$10.84	\$30.84
Diver	\$25.00	\$3.07	\$28.07	Roller Operator - Earth	\$19.36	\$22.45	\$41.81
Driller - Rock	\$18.00	\$7.09	\$25.09	Roller Operator - Pavement	\$16.50	\$1.40	\$17.90
Driller - Well	\$14.00	\$3.20	\$17.20	Roofer	\$16.00	\$1.40	\$17.40
Electrician - Licensed	\$24.50	\$5.86	\$30.36	Screed/Wheelman	\$18.00	\$1.73	\$19.73
Excavator Operator	\$18.00	\$2.08	\$20.08	Truck Driver - Light	\$15.50	\$2.99	\$18.49
Fence Setter	\$12.00	\$0.00	\$12.00	Truck Driver - Medium	\$15.00	\$0.56	\$15.56
Flagger	\$15.75	\$3.23	\$18.98	Truck Driver - Heavy	\$15.00	\$1.52	\$16.52
Grader/Scraper Operator	\$16.25	\$2.60	\$18.85	Truck Driver - Tractor Trailer	\$16.63	\$1.37	\$18.00
Highway Worker/Guardrail Installer	\$16.40	\$0.41	\$16.81	Truck Driver - Mixer (Cement)	\$11.42	\$2.90	\$14.32
Hot Top Plant Operator	\$21.75	\$10.34	\$32.09				

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-075-2014  
 Filing Date: May 19, 2014  
 Expiration Date: 12-31-2014

A true copy  
 Attest:   
 Pamela D Taylor  
 Director  
 Bureau of Labor Standards

BLS 424HI (R2014) (Highway & Earthwork Androscoggin & Cumberland)

#### 104.4.7 Cooperation With Other Contractors

This subsection is amended by the addition of the following:

The Authority will be undertaking mainline pavement rehabilitation between Mile Marker 68.5 and Mile Marker 74.9, beginning in April or May 2015.

The above construction contracts shall be considered an adjacent project.

#### 105.3 Traffic Control and Management

See Special Provision Section 652, Maintenance of Traffic.

#### 105.7.4 Submittal Requirements

The words “seven (7) sets” are deleted in the General Provisions and are replaced with the words “eight (8) sets”.

#### 105.8.1 Temporary Soil Erosion and Water Pollution Control

This Subsection is amended by the addition of 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 Maine DEP'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:

1. The name and emergency response numbers (telephone number, cellular 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 Maine DEP 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 Maine DEP 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 Subsection is 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:

### 105.8.1.11 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 1<sup>st</sup> and April 15<sup>th</sup> 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 re-stabilized 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.

#### 105.8.1.12 Construction Requirements

1. The Contractor, to the maximum extent practicable, shall install temporary and permanent sedimentation control measures prior to conducting clearing 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. Hay bale check dams shall be placed in existing ditches prior to construction as to prevent the release of sedimentation as required. Hay bale check dams shall be installed at the outlets of all existing and proposed ditches adjacent to all stream and wetlands.
10. 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.
11. 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 which shall be fifteen (15) inches in diameter at a minimum. The placement and removal of the temporary access shall not be measured for payment and shall be incidental to the Excavation item.
12. 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.
13. 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.

14. 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.
15. 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

This Subsection is amended by the addition of the following:

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

#### 107.1 Contract Time and Contract Completion Date

This Subsection is amended by the addition of the following:

Work on the site shall commence on or before December 15, 2014 at the discretion of the Authority. Tree clearing activity in Location 1 shall be completed on or before February 27, 2015. Tree clearing activity at all other Locations shall be completed on or before April 17, 2015. Work at all locations shall be substantially complete on or before May 1, 2015. All work included in this contract shall be complete on or before May 15, 2015.

##### 107.1.1 Substantial Completion

This Subsection is amended by the addition of the following:

The Resident will be the sole arbitrator as to whether or not substantial completion is met.

Substantially Complete is defined by the Authority as the following:

- No lane closures, except for demobilization (removal of construction signs and drums, and general clean-up)
- All disturbed slopes have been loamed, seeded, mulched and temporary erosion control blanket has been placed and accepted by the Resident Engineer
- All equipment and material stock piles have been removed from the work site.
- Stump grinding operations have been completed

Supplemental liquidated damages on a calendar day basis in accordance with Subsection 107.8 shall be assessed for each calendar day that substantial completion is not achieved. Supplemental liquidated damages for substantial completion will end when substantial completion is accepted by

the Resident or at the Contract Completion Date. If the work remains incomplete at the Contract Completion Date, liquidated damages on a calendar day basis in accordance with Maine Turnpike General Provisions Subsection 107.7.2 shall be assessed for each calendar day that Contract completion is not achieved.

#### 107.4.2 Schedule of Work Required

This Subsection is amended by the addition of the following:

The work shall be completed in logical timely increments. The Contractor shall submit a schedule for approval that shows large segments of work scheduled for continuous blocks of time. Work in a segment shall be completed over a period of continuous work days. Work shall not be started in an area until the Contractor has scheduled the labor and equipment necessary to complete all work in the segment. The Contractor will not be permitted to “stretch” the Project over the entire Contract period, doing a day or two per week.

A schedule that shows sporadic work activities through the duration of the Contract will not be approved. Actual work activities that are sporadic will not be allowed.

The weekly detailed schedule submitted by the Contractor 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

The following Subsection is added:

#### 107.4.7 Limitations of Operations

The construction in each location shall proceed expeditiously. Once operations commence at a location, for every day not worked when work is allowed by Contract and weather, the Contractor will be charged a fee in the amount of \$1,000 (excluding inclement weather days).

#### Equipment Storage

The contractor will be permitted to store equipment and materials along the roadway and within project boundaries provided these items can be located outside of the clear zone. The Resident Engineer shall approve the location of all stored materials and equipment along the roadway.

The following Subsection is added:

#### 107.4.9 Failure to Stop Work When Directed

In the event that 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 directives 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.

#### 107.8 Supplemental Liquidated Damages

This Subsection is amended by the following:

Supplemental Liquidated Damages for this Project will be \$1,500 per calendar day.

SPECIAL PROVISION

SECTION 201

CLEARING RIGHT-OF-WAY

(Clearing)

201.03 General

The following paragraphs are added:

The Contractor is advised, that pursuant to Maine State law, the sale of harvested forest products must be reported to the Maine Forest Service at the end of each year. The Contractor is designated as the Authority's agent for reporting such harvesting. The Contractor shall prepare and submit the appropriate forms to the Maine Forest Service and provide 3 copies of these forms and all correspondence related to the project to the Authority.

The Contractor shall replace, at his cost, any boundary markers and/or benchmarks by a Licensed Land Surveyor if any are damaged during the clearing activities.

201.04 Clearing

Delete Section 201.04 and replace with the following:

Clearing operations shall commence on the Maine Turnpike at Mile Marker 63.0 northbound and proceed northerly to Mile Marker 75.3. After completing the northbound clearing, operations shall resume on the southbound at Mile Marker 75.3 and proceed southerly to Mile Marker 63.0. All trees, down timber, brush, bushes, shrubs, plants, and debris not designated to remain shall become the property of the contractor, and shall be removed and disposed of unless otherwise provided. Clearing areas are as shown on the contract plan set.

All stumps, existing or the result of clearing operations, that are located within the roadway clear zone, or that are located in areas that can be mowable after clearing operations are completed, shall be cut or ground flush with the surrounding grade. In all other clearing areas, stumps shall be cut as close to the ground as practicable and shall not exceed a height of three (3) inches. Stumps located in back slopes at an elevation of fifteen (15) feet or less above the ditch line shall also be cut or ground flush with surrounding grade. Areas where stumps are not required to be ground flush with grade will not be mowed by the Authority in the future and are shown on the contract plan set. All other areas shall be considered mowable and the ground surface shall be left in a state that allows mowing with flail type mowing equipment. The extent of these areas may be adjusted in the field by the Resident Engineer.

The contractor shall take all precautions to protect traffic from flying debris generated by the operation. The Resident shall approve all protection measures.

Clearing operations may not be contiguous due to the location of streams, bridges, structures, or lack of sufficient vegetation. The Contractor will take all precautions to minimize damage to the pavement when movement of heavy equipment is required across paved areas. At the discretion of the Resident Engineer, the Contractor may be required to protect the pavement with wooden shielding. Movement of heavy equipment on paved areas shall be confined to the roadway shoulder and will require a lane closure as per the requirements of Section 652.

In areas where vegetation is to remain and along the proposed treeline, the surface of the ground will not be unduly disturbed or compacted. Existing ground cover shall be preserved insofar as possible and the area shall be left neat and clean. Ruts, gouges and scrapes of existing vegetated surface shall be repaired by grading to match existing conditions and applying loam, seed and mulch and shall be incidental to Pay Items 201.11 Clearing and 201.23 Removing Single Tree.

Clearing to be done in upland and lowland areas with mechanized equipment shall maintain a twenty-five (25) foot setback from streams, wetlands, and wet areas. The twenty-five (25) foot setback from streams, wetlands and wet areas will be marked in the field by the Authority. Removal of vegetation shall not be undertaken within the twenty-five (25) foot setback area.

Clearing within lowland areas shall be performed by hand cutting methods only. These areas are shown in Appendix A. Vegetation with a diameter of less than two (2) inches and including brush, bushes shrubs, and plants shall remain. Vegetation with a diameter of two (2) inches or greater shall be removed. Vegetation to be removed in these areas shall be cut flush with grade, unless it is located outside of the clear zone and in an area that will not be maintained by mowing operations. The Resident Engineer shall adjust the limits of these areas as warranted by field conditions and shall order the removal of vegetation within lowland areas as required to meet project goals.

Clearing limits associated with the proposed interchange work at Exit 63 shall be marked in the field by the Authority. All other clearing limits shall be marked in the field by the Contractor. The Contractor shall place clearing limit flags on the proposed clearing limit line at a maximum distance of 50 feet from each other. The Resident Engineer shall approve all clearing limits prior to commencement of the clearing work. The flagged clearing limit line shall remain in place until the work has been accepted as complete. After final acceptance, all flagging shall be removed by the Contractor.

The proposed treeline shall have an aesthetically pleasing appearance as practicable. Trees located within five (5) feet of the proposed treeline and determined to be unsound or unsightly shall be removed. Trees damaged by the contractor shall be removed as directed by the Resident Engineer and shall be incidental to Pay Item 201.11 Clearing.

#### 201.06 Herbicides

Insert the following paragraph after the first paragraph:

Herbicides shall not be applied to clearing areas until snow has completely melted within these areas. Herbicides shall be applied to stumps and re-growth within the clearing areas as per manufacturer's recommendations. Application of herbicides will not be required within selective hand cutting areas as shown in Appendix A, or within the twenty-five (25) foot setback areas associated with wetlands, streams and wet areas, or in other environmentally sensitive areas as identified by the Resident Engineer. Application of herbicides shall be incidental to Pay Items 201.11 and 201.23.

#### 201.07 Disposal

Delete Section 201.07 and replace with the following:

All brush, timber, logs, and other woody debris shall be disposed of by approved methods. Acceptable methods of disposal may include useful disposition of woody material that may be marketable and chipping or grinding of material and spreading on site. Chipped or ground material shall be less than 3/4-inch thick and no more than 12-inches in the longest dimension, and shall be spread uniformly over the area of harvest to no more than a depth of 6-inches.

The loading of chips and logs for transport off the Project site shall be conducted on the existing shoulder pavement with a travel lane closure. The Resident may increase the required offset distance if it is determined that chips are spraying onto the pavement.

Burning or burying of material on or within the Turnpike right-of-way will not be permitted.

The Contractor may stockpile material on site prior to removal or processing. Stockpiles shall be more than thirty (30) feet from the edge of the pavement, butt ends of material shall face away from the flow of traffic. All stockpiles shall be removed prior to the final inspection date. The Resident Engineer shall approve the location of all stock piles.

#### 201.08 Removing Single Trees and Stumps

The first paragraph is deleted and replaced with the following:

When called for on the plans or otherwise designated by the Resident Engineer, complete removal and disposal of single trees shall be required. Removal of stumps and backfilling of stump holes may not be necessary and shall be at the direction of the Resident Engineer. No distinction is made to identify single trees located within the project clearing limits, and removal of said trees is incidental to Item 201.11-Clearing pay item.

#### 201.09 Method of Measurement

Delete Section 201.09 and replace with the following:

Clearing will be measured by the acre, determined from the horizontal dimensions, acceptable and actually cleared within the accepted clearing limits flagged by the Contractor and approved by the Resident Engineer. Measurements for length will be made at the white line on the shoulder of the travel lane parallel to the roadway. Areas not flagged and accepted by the Resident Engineer for clearing will not be measured for payment.

As an alternative to field measurements, the Contractor and the Resident may agree in writing that the acreage acceptably cleared for payment will be that shown in the Schedule of Items. If such an agreement is reached, no further measuring and computing of quantities will be required and the quantity referred to herein will be final.

201.10 Basis of Payment

The following paragraphs are added:

Temporary Mulch used will be measured for payment under its respective pay item.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
201.11	Clearing	Acre
201.23	Removing Single Tree	Each

SPECIAL PROVISION

SECTION 613

EROSION CONTROL BLANKET

613.01 Description

This work shall also include seeding, mulching and watering disturbed areas to the limits and width as shown on the Plans or as directed by the Resident.

613.02 Materials

The following sentences are added:

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

Mulch shall meet the requirements of Section 619.

The following Subsection is added:

613.041 Maintenance and Acceptance

See Section 618.10 for maintenance and acceptance of seeding.

613.09 Basis of Payment

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

Pay Item

Pay Unit

613.319      Erosion Control Blanket

Square Yard

SPECIAL PROVISION

SECTION 619

TEMPORARY MULCH

619.01 Description

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

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

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 1<sup>st</sup> through April 15<sup>th</sup> 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 652

MAINTENANCE OF TRAFFIC

(Specific Project Traffic Control)

The Authority will provide Maintenance of Traffic for the project. The Authority will provide either one (1) 2.0 mile lane closure per day or one (1) 2.0 mile shoulder closure per day and will maintain the closure during working hours. Longer lane and shoulder closures may be provided by the Authority as approved by the Resident Engineer.

Normal working hours for lane closures are shown in Table A below. Longer working hours may be provided at the approval of the Resident, and shall be requested by the Contractor in writing.

The Contractor will be required to request and coordinate with the Authority a minimum of forty-eight (48) hours prior to the Authority furnishing a lane closure and a shoulder closure. The Authority will furnish the closure requested by the Contractor prior to the beginning of normal working hours and shall remove the closure at the end of normal working hours. Closures will not be allowed during inclement weather or during periods of heavy traffic volumes. The Authority will provide lanes closures or shoulder closures during daylight hours only.

A lane closure will be required for loading and unloading of equipment and materials on the roadway shoulder. A shoulder closure will be required for all other operations related to the work.

TABLE A - Normal Work Hours						
	Northbound			Southbound		
	Mon-Thurs	Friday	Saturday	Mon-Thur	Friday	Saturday
December 2014	7:45am - 3:45pm					
January 2015	8:00am - 4:00pm					
February 2015	7:45am - 4:00pm					
March 2015	7:45am - 4:00pm					
April 2015	7:00am - 4:00pm					
May 2015	7:00am - 4:00pm					

SPECIAL PROVISION

SECTION 652

MAINTENANCE OF TRAFFIC

(Safety Vests)

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.

## 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 embankment and excavation operations. The Contractor is responsible for repairing and replacing damaged or missing, 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 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.
- (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.

#### 656.03 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.

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. This 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. 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.

3. 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.

4. Silt Fence

The silt fence shall be installed downhill of disturbed slopes as shown on the Plans or as directed. 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.

5. 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.

656.05 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

Baled hay will be measured for payment by the number of bales or bags satisfactorily placed.

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.

Boom supported floating silt fence will be measured by the 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 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

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

The accepted quantity of temporary berms will be paid for at the Contract unit price per 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 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 and boom supported floating 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, 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>
656.50	Baled Hay, in place	Each
656.632	30 inch Temporary Silt Fence	Linear Foot

MAINE TURNPIKE AUTHORITY

SPECIFICATIONS

PART III – APPENDICES

APPENDIX A

SENSITIVE CLEARING AREAS

**MTA PROJECT No. 2014.02**

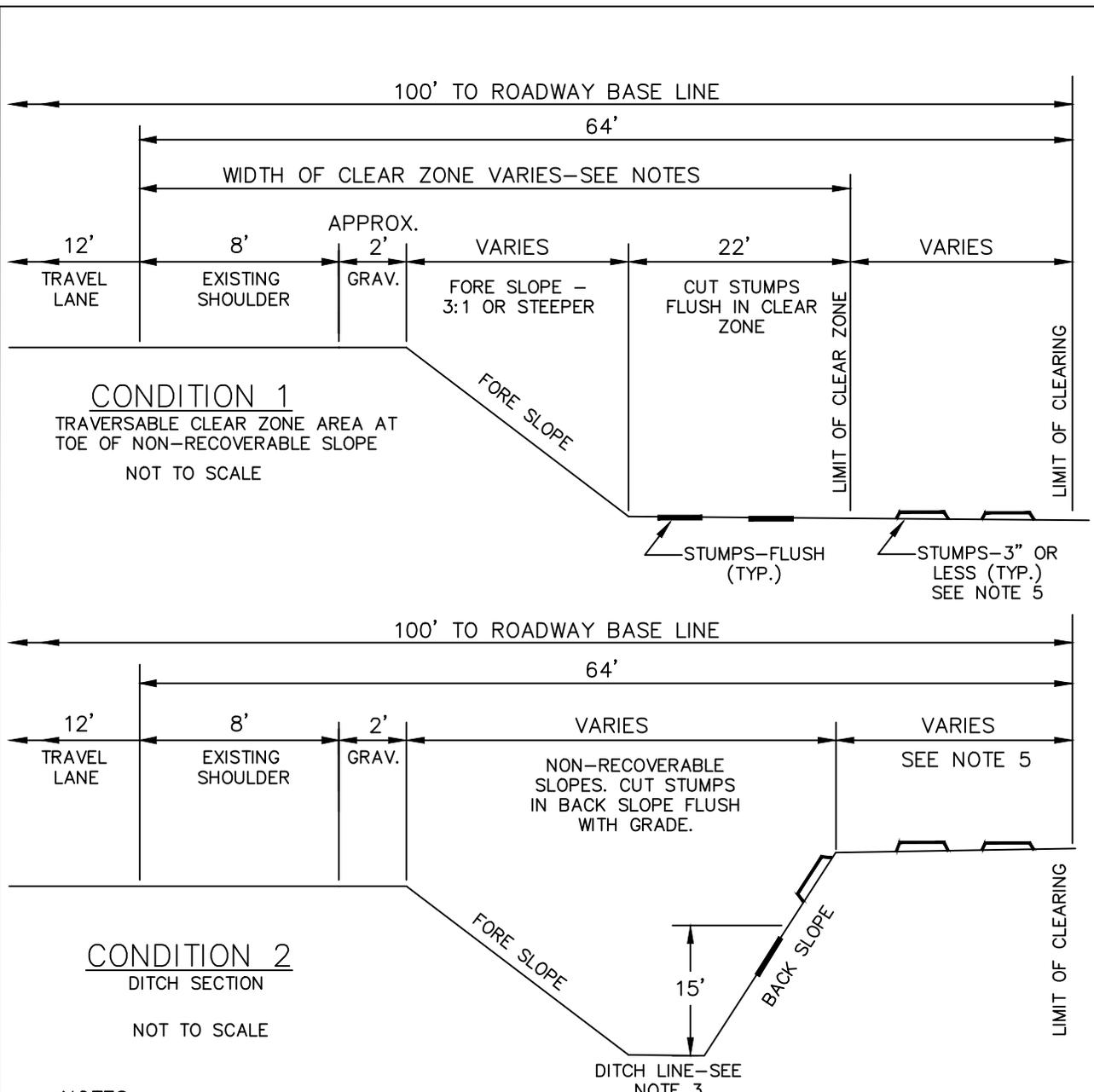
MM 63.0 to 75.3

**SENSITIVE AREA CLEARING SCHEDULE**

<b>NORTH BOUND</b>	
<b>STATION RANGE</b>	<b>NOTES</b>
3263+50 3265+50	Selective Hand Clearing Only
3272+00 3274+00	Selective Hand Clearing Only
3275+00 3281+00	Selective Hand Clearing Only
3489+00 3501+50	Selective Hand Clearing Only
3506+00 3516+50	Selective Hand Clearing Only
<b>SOUTH BOUND</b>	
<b>STATION RANGE</b>	<b>NOTES</b>
3590+50 3589+00	Selective Hand Clearing Only
3501+00 3487+00	Selective Hand Clearing Only
3408+00 3403+00	Selective Hand Clearing Only
3314+00 3311+00	Selective Hand Clearing Only
3291+00 3289+00	Selective Hand Clearing Only
3282+50 3279+50	Selective Hand Clearing Only
3268+00 3262+00	Selective Hand Clearing Only

APPENDIX B

FIGURES



**NOTES:**

1. THE TWO CONDITIONS SHOWN ON THIS FIGURE ARE GENERAL GUIDELINES. OTHER SITE CONDITIONS MAY EXIST AND ACTUAL AREAS WHERE STUMPS ARE TO BE CUT FLUSH WILL BE ADJUSTED BY THE RESIDENT ENGINEER IN THE FIELD.
2. THE STANDARD WIDTH OF THE CLEAR ZONE IS 30'. THE HORIZONTAL WIDTH OF SLOPES STEEPER THAN 3:1 SHALL NOT BE INCLUDED IN THE CALCULATION OF THE EXISTING CLEAR ZONE WIDTH AT ANY LOCATION.
3. STUMPS LOCATED IN BACKSLOPES AND WITHIN 15-VERTICAL FEET OF THE DITCH LINE SHALL BE CUT OR GROUND FLUSH WITH GRADE.
4. STUMPS IN CLEARING AREAS LOCATED BEHIND GUARDRAIL SHALL BE CUT FLUSH WITH GRADE IN AREAS LOCATED BEHIND THE LEADING END OF GUARDRAIL END TREATMENTS. STUMPS SHALL BE CUT FLUSH FOR A DISTANCE OF 50' BEYOND THE CRASH END.
5. STUMPS SHALL BE GROUND OR CUT FLUSH IN CLEARING AREAS THAT CAN BE MAINTAINED BY HIGHWAY MAINTENANCE MOWING OPERATIONS. THESE AREAS ARE SHOWN ON THE CONTRACT PLANS. THE RESIDENT WILL ADJUST THESE LIMITS IN THE FIELD AS REQUIRED.

**MAINE TURNPIKE AUTHORITY**  
2360 Congress Street  
Portland, Maine 04102

**CONTRACT 2014.02**  
ROADSIDE CLEARING

**THE GOLD STAR**  
MEMORIAL HIGHWAY

**FIG.-1**

DATE: 9-15-2014

FIGURE 1 OF 1