

MAINE TURNPIKE AUTHORITY

MAINE TURNPIKE

CONTRACT DOCUMENTS

CONTRACT 2024.16

Slope and Drainage Repairs
MM 11.4 to 51.9

NOTICE TO CONTRACTORS

PROPOSAL

CONTRACT AGREEMENT

CONTRACT BOND

FINAL LIEN AND CLAIM WAIVER AND AFFIDAVIT

SPECIFICATIONS

MAINE TURNPIKE AUTHORITY

SPECIFICATIONS

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

The Maine Turnpike Supplemental Specifications are
additions and alterations to the 2014 Maine Department
of Transportation Standard Specifications. See
Subsection 100.1.

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MAINE TURNPIKE AUTHORITY

NOTICE TO CONTRACTORS

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

CONTRACT 2024.16

Slope and Drainage Repairs

MM 11.4 to 51.9

at the office of the Maine Turnpike Authority, 2360 Congress Street, Portland, ME, until 11:00 a.m., prevailing time as determined by the Authority on July 18, 2024, at which time and place the Proposals will be publicly opened and read. Bids will be accepted from Contractors **prequalified** by the Maine Department of Transportation for Highway Construction Projects. All other bids may be rejected. This Project includes a wage determination developed by the State of Maine Department of Labor.

The work for this contract includes drainage work and slope repairs near mile marker 51 in Portland as well as catch basin replacements in the town of York. The work also includes excavation and replacing culvert pipe ends. All other work incidental thereto will be completed in accordance with the Plans and Specifications. The Authority will perform all necessary traffic control for this contract.

The half size Plans and Contract Documents may be obtained from the Authority upon payment of Fifty (\$50.00) Dollars for each set, which payment will not be returned. Checks shall be made payable to: Maine Turnpike Authority. The Plans and Contract Documents may also be downloaded from a link on our website at <http://www.maineturnpike.com/project-and-planning/Construction-Contracts.aspx>.

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

All work shall be governed by the Specifications entitled "State of Maine, Department of Transportation, Standard Specifications, Revision of November 2014", "Standard Details, Revision of November 2020" and "Best Management Practices for Erosion and Sediment Control", latest issue. Copies and recent updates to these publications can be downloaded at: <http://www.maine.gov/mdot/contractors/publications/>.

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

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

No pre-bid conference will be held for this contract. All Contractor questions should be sent to Nate Carll at the above contact information by 12:00 p.m. (noon) on Friday, July 12, 2024. Questions shall be answered by 12:00 p.m. (noon) on Monday, July 15, 2024. Questions receive prior to the July 12th date may be answered sooner than those received at the due time.

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

MAINE TURNPIKE AUTHORITY

Nate Carll
Purchasing Manager
Maine Turnpike Authority

Portland, Maine

Maine Turnpike Authority

MAINE TURNPIKE

PROPOSAL

CONTRACT 2024.16

Slope and Drainage Repairs

MM 11.4 to 51.9

MAINE TURNPIKE AUTHORITY

PROPOSAL

CONTRACT 2024.16

Slope and Drainage Repairs

MM 11.4 to 51.9

TO MAINE TURNPIKE AUTHORITY:

The Portland work consist of a variety of standard repairs including replacing deteriorated pipe ends, fixing eroded slopes and washouts, and removing and replacing catch basins. The York work consists of removing and replacing two catch basins in the median. All other work incidental thereto will be completed in accordance with the Plans and Specifications.

This Work will be done under a Contract known as Contract 2024.16 according to the Plans and Specifications which are on file in the office of the Maine Turnpike Authority, 2360 Congress Street, Portland, Maine.

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

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

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

ITEM NO.	DESCRIPTION	UNIT	QUANTITY TOTAL	Unit Prices in Numbers		Bid Amount in Numbers	
				Dollars	Cents	Dollars	Cents
203.25	Granular Borrow	CY	160				
403.21	Hot Mix Asphalt 9.5 mm	TON	9				
603.155	12" RCP Class III	LF	48				
603.159	12" Culvert Pipe Option III	LF	60				
603.175	18" RCP Class III	LF	32				
603.195	24" RCP Class III	LF	64				
603.28	Concrete Collar	EA	10				
604.24	Catch Basin Type F4	EA	3				
610.08	Plain Rip Rap	CY	180				
613.319	Erosion Control Blanket	SY	1,900				
615.07	Loam	CY	80				
618.1401	Seeding Method Number 3	UNIT	9				
619.1202	Temporary Mulch	LS	1				
619.1401	Erosion Control Mix	CY	42				
620.58	Erosion Control Geotextile	SY	400				
629.05	Hand Labor, Straight Time	HR	375				
631.12	All Purpose Excavator (including operator)	HR	40				
631.172	Truck - Large (including operator)	HR	40				
631.36	Foreman	HR	40				
656.5	Baled Hay, in place	EA	9				
656.632	30-inch Temporary Silt Fence	LF	350				
659.1	Mobilization	LS	1				
Total:							

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

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

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

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

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

_____ (SEAL)

_____ (SEAL)

*Affix Corporate Seal
or Power of Attorney
Where Applicable*

_____ (SEAL)

By: _____

Its: _____

Information below to be typed or printed where applicable:

INDIVIDUAL:

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

PARTNERSHIP - Name and Address of General Partners:

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

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

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

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

INCORPORATED COMPANY:

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

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

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

(Treasurer)	(Address)
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MAINE TURNPIKE AUTHORITY

MAINE TURNPIKE

YORK TO AUGUSTA

CONTRACT AGREEMENT

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

_____ herein termed the "Contractor":

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

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

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

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

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

AUTHORITY -

MAINE TURNPIKE AUTHORITY

By: _____
Title: CHAIRMAN

Date of Signature: _____

ATTEST:

Secretary

CONTRACTOR -

CONTRACTOR

By: _____
Title: _____

Date of Signature: _____

WITNESS:

CONTRACT BOND

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

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

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

Signed and sealed this _____ day of _____, A.D., 202____

Witnesses:

CONTRACTOR

_____ (SEAL)

SURETY

_____ (SEAL)

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

FINAL LIEN AND CLAIM WAIVER AND AFFIDAVIT

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

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

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

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

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

(Contractor)
By: _____
Title: _____

State of MAINE
County of _____

I, _____, hereby certify on behalf of _____
(Company Officer) (Company Name)
its _____, being first duly sworn and stated that the foregoing representations are
(Title)

are true and correct upon his own knowledge and that the foregoing is his free act and deed in said capacity and the free act and deed of the above-named _____
(Company Name)

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

(SEAL)

Notary Public
My Commission Expires: _____

MAINE TURNPIKE AUTHORITY

SPECIFICATIONS

PART I – SUPPLEMENTAL SPECIFICATIONS

(Rev. November 10, 2016)

Supplemental Specifications available on the Maine Turnpike Authority website

<http://www.maineturnpike.com/Projects-Planning/Construction-Contracts.aspx>

MAINE TURNPIKE AUTHORITY

SPECIFICATIONS

PART II – SPECIAL PROVISIONS

PART II - SPECIAL PROVISIONS

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MAINE TURNPIKE AUTHORITY

SPECIFICATIONS

PART II - SPECIAL PROVISIONS

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

General Description of Work

The Work includes drainage work and slope repairs between mile marker 51 and 53 in Portland as well as catch basin replacements in the town of York. All other work incidental thereto will be completed in accordance with the Plans and Specifications. The Authority will perform all necessary traffic control for this contract.

Plans

The drawings included in these Contract Documents, and referred to as the Plans, show the general character of the work to be done under this Contract. They bear the general title “Maine Turnpike – Contract 2024.16 – Slope and Drainage Repairs MM 11.4 to 51.9”. 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 Supplemental Specifications:

Independence Day 2024 (July 4, 2024)	12:01 p.m. preceding Wednesday to 6:00 a.m. the following Monday
Indigenous People’s Day 2024 (October 14, 2024)	6:00 a.m. Monday to 6 p.m. Monday

Note: The MTA is not requiring any work restrictions on Indigenous People’s Day, but does note its status as a holiday in the work range of this project.

103.4 Notice of Award

The following sentence is added:

The Maine Turnpike Authority Board is scheduled to consider the Contract Award on July 25, 2024.

104.3.8 Wage Rates and Labor Laws

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

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

THIS DOCUMENT MUST BE CLEARLY POSTED AT ALL CONSTRUCTION SITES FUNDED IN PART WITH STATE FUNDS

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

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

2024 Fair Minimum Wage Rates -- Highway & Earth Cumberland County

Occupational Title	Minimum Wage	Minimum Benefit	Total
Brickmasons And Blockmasons	\$32.25	\$4.33	\$36.58
Bulldozer Operator	\$29.00	\$4.56	\$33.56
Carpenter	\$29.69	\$6.18	\$35.87
Cement Masons And Concrete Finisher	\$22.67	\$2.21	\$24.88
Commercial Divers	\$30.00	\$4.62	\$34.62
Construction And Maintenance Painters	\$26.00	\$3.81	\$29.81
Construction Laborer	\$25.00	\$3.35	\$28.35
Crane And Tower Operators	\$33.93	\$9.47	\$43.40
Crushing Grinding And Polishing Machine Operators	\$23.88	\$4.94	\$28.82
Drywall And Ceiling Tile Installers	\$26.20	\$10.62	\$36.82
Earth Drillers - Except Oil And Gas	\$21.65	\$2.53	\$24.18
Electrical Power - Line Installer And Repairers	\$38.93	\$8.91	\$47.84
Electricians	\$33.64	\$18.07	\$51.71
Elevator Installers And Repairers	\$68.38	\$45.29	\$113.67
Excavating And Loading Machine And Dragline Operators	\$26.00	\$4.62	\$30.62
Excavator Operator	\$33.25	\$6.34	\$39.59
Fence Erectors	\$20.00	\$0.00	\$20.00
Flaggers	\$20.00	\$0.41	\$20.41
Floor Layers - Except Carpet/Wood/Hard Tiles	\$27.00	\$6.21	\$33.21
Glaziers	\$37.00	\$6.60	\$43.60
Grader/Scraper Operator	\$27.40	\$8.13	\$35.53
Hazardous Materials Removal Workers	\$21.50	\$1.54	\$23.04
Heating And Air Conditioning And Refrigeration Mechanics And Installers	\$32.00	\$5.46	\$37.46
Heavy And Tractor - Trailer Truck Drivers	\$25.00	\$5.44	\$30.44
Highway Maintenance Workers	\$19.98	\$2.55	\$22.53
Industrial Machinery Mechanics	\$31.25	\$1.01	\$32.26
Industrial Truck And Tractor Operators	\$29.25	\$4.06	\$33.31
Insulation Worker - Mechanical	\$24.05	\$3.59	\$27.64
Ironworker - Ornamental	\$27.75	\$4.50	\$32.25
Light Truck Or Delivery Services Drivers	\$21.50	\$0.78	\$22.28
Millwrights	\$33.75	\$8.78	\$42.53
Mobile Heavy Equipment Mechanics - Except Engines	\$28.00	\$4.89	\$32.89
Operating Engineers And Other Equipment Operators	\$31.50	\$3.75	\$35.25
Paver Operator	\$27.03	\$5.15	\$32.18
Pile-Driver Operators	\$32.75	\$1.95	\$34.70
Pipelayers	\$28.50	\$4.69	\$33.19
Plumbers Pipe Fitters And Steamfitters	\$30.00	\$5.87	\$35.87
Pump Operators - Except Wellhead Pumps	\$31.49	\$32.08	\$63.57
Radio Cellular And Tower Equipment Installers	\$26.00	\$3.77	\$29.77
Reclaimer Operator	\$28.50	\$5.72	\$34.22
Reinforcing Iron And Rebar Workers	\$22.67	\$25.11	\$47.78
Riggers	\$31.25	\$7.68	\$38.93
Roofers	\$24.00	\$3.35	\$27.35
Screed/Wheelman	\$30.40	\$4.28	\$34.68
Sheet Metal Workers	\$25.25	\$5.68	\$30.93
Structural Iron And Steel Workers	\$30.04	\$7.22	\$37.26
Tapers	\$28.00	\$1.71	\$29.71
Telecommunications Equipment Installers And Repairers - Except Line Installers	\$28.33	\$6.08	\$34.41
Telecommunications Line Installers And Repairers	\$26.00	\$4.83	\$30.83
Tile And Marble Setters	\$27.75	\$6.73	\$34.48

Welders are classified as the trade to which welding is incidental (e.g. welding structural steel is Structural Iron and Steel Worker)

Apprentices – The minimum wage rates for registered apprentices are the rates recognized in the sponsorship agreement for registered apprentices working in the pertinent classification.

For any other specific trade on this project not listed above, contact the Bureau of Labor Standards for further clarification.

Title 26 §1310 requires that a clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed on the construction on the public work must be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor subject to sections 1304 to 1313.

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.

A true copy

Attest: Scott R. Cotnoir
 Scott R. Cotnoir
 Wage & Hour Director
 Bureau of Labor Standards

**Expiration Date: 12-31-2024
 Revision Date: 1-3-2024**

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

2024 Fair Minimum Wage Rates -- Highway & Earth York County

Occupational Title	Minimum Wage	Minimum Benefit	Total
Brickmasons And Blockmasons	\$32.25	\$4.33	\$36.58
Bulldozer Operator	\$28.00	\$4.01	\$32.01
Carpenter	\$29.69	\$6.18	\$35.87
Cement Masons And Concrete Finisher	\$22.67	\$2.21	\$24.88
Commercial Divers	\$30.00	\$4.62	\$34.62
Construction And Maintenance Painters	\$26.00	\$3.81	\$29.81
Construction Laborer	\$25.00	\$3.35	\$28.35
Crane And Tower Operators	\$33.93	\$9.47	\$43.40
Crushing Grinding And Polishing Machine Operators	\$23.88	\$4.94	\$28.82
Drywall And Ceiling Tile Installers	\$26.20	\$10.62	\$36.82
Earth Drillers - Except Oil And Gas	\$21.65	\$2.53	\$24.18
Electrical Power - Line Installer And Repairers	\$38.93	\$8.91	\$47.84
Electricians	\$33.64	\$18.07	\$51.71
Elevator Installers And Repairers	\$68.38	\$45.29	\$113.67
Excavating And Loading Machine And Dragline Operators	\$25.10	\$4.53	\$29.63
Excavator Operator	\$33.25	\$6.34	\$39.59
Fence Erectors	\$20.00	\$0.00	\$20.00
Flagger	\$20.00	\$0.41	\$20.41
Floor Layers - Except Carpet/Wood/Hard Tiles	\$27.00	\$6.21	\$33.21
Glaziers	\$37.00	\$6.60	\$43.60
Grader/Scraper Operator	\$27.40	\$8.13	\$35.53
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Ironworker - Ornamental	\$27.75	\$4.50	\$32.25
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Millwrights	\$33.75	\$8.78	\$42.53
Mobile Heavy Equipment Mechanics - Except Engines	\$28.00	\$4.89	\$32.89
Operating Engineers And Other Equipment Operators	\$31.50	\$3.75	\$35.25
Paver Operator	\$27.03	\$5.14	\$32.17
Pile-Driver Operators	\$32.75	\$1.95	\$34.70
Pipelayers	\$28.50	\$4.69	\$33.19
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Pump Operators - Except Wellhead Pumpers	\$31.49	\$32.08	\$63.57
Radio Cellular And Tower Equipment Installers	\$26.00	\$3.77	\$29.77
Reclaimer Operator	\$28.50	\$5.72	\$34.22
Reinforcing Iron And Rebar Workers	\$22.67	\$25.11	\$47.78
Riggers	\$31.25	\$7.68	\$38.93
Roofers	\$24.00	\$3.35	\$27.35
Screed/Wheelman	\$29.65	\$4.56	\$34.21
Sheet Metal Workers	\$25.25	\$5.68	\$30.93
Structural Iron And Steel Workers	\$30.04	\$7.22	\$37.26
Tapers	\$28.00	\$1.71	\$29.71
Telecommunications Equipment Installers And Repairers - Except Line Installers	\$28.33	\$6.08	\$34.41
Telecommunications Line Installers And Repairers	\$26.00	\$4.83	\$30.83
Tile And Marble Setters	\$27.75	\$6.73	\$34.48

Welders are classified as the trade to which welding is incidental (e.g. welding structural steel is Structural Iron and Steel Worker)

Apprentices – The minimum wage rates for registered apprentices are the rates recognized in the sponsorship agreement for registered apprentices working in the pertinent classification.

For any other specific trade on this project not listed above, contact the Bureau of Labor Standards for further clarification.

Title 26 §1310 requires that a clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed on the construction on the public work must be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor subject to sections 1304 to 1313.

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.

A true copy

Attest: Scott R. Cotnoir
 Scott R. Cotnoir
 Wage & Hour Director
 Bureau of Labor Standards

Expiration Date: 12-31-2024

Revision Date: 1-3-2024

104.4.6 Utility Coordination

Section 104.4.6.C. Contractor Responsibilities has been amended as follows:

The contractor shall notify the Resident 10 calendar days prior to submitting a utility locate request through Dig Safe so that the Resident can arrange for Maine Turnpike underground utility location. All proposed sign locations and excavation shall be marked at the notification time.

104.4.7 Cooperation with Other Contractors

This subsection is amended by the addition of the following:

- 2024.01 Kittery Paving (1.3 to 6.8)
- 2024.02 Portland Area Paving (SB 42.0 to 49.3)
- 2024.03 Wells Paving (20.0 to 23.3)
- 2024.06 2024 Bridge Repairs
- 2024.08 Small Quantity Paving

The above construction contracts shall be considered an adjacent contract.

107.1 Contract Time and Contract Completion Date

This Subsection is amended by the addition of the following:

All work shall be completed on or before November 15, 2024.

107.1.1 Interim Substantial Completion and Substantial Completion

This Subsection is amended by the addition of the following:

The pipe replacement work shall be substantially completed by November 1, 2024. Substantially complete shall be defined by the Authority as the following:

- All concrete piping and catch basins have been installed and backfilled.
- All site work, clearing and drainage work has been completed.
- No lane closures or demobilization (removal of construction signs, drums, and general clean-up) remaining.

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.

107.3.2 Night Work

This Subsection is amended by the addition of the following:

The Work done in Portland will primarily consist of night work following the lane closure limitations specified in sections 652.

107.4.6 Prosecution of Work

The following has been added:

The work associated with this contract will be primarily done at night on a Monday to Thursday schedule.

The Authority will provide lane closures and traffic maintenance Monday night through Friday morning.

Day Shift work will be permitted in York, Monday through Thursday, following the lane closure tables provided in section 652.

107.4.7 Limitations of Operations

Roadway and Clear Zone-Traffic Control Requirements

Lane closure(s) will not be allowed over a weekend or Holidays unless otherwise approved by the Resident.

The Authority requires a 48 hour notice before the contractor requires any traffic control needs. If weather impacts the schedule, the Authority will work with the contractor to re-schedule.

108.2.1 Generation of Progress Payments

The Authority will estimate the amount of Work performed at least monthly and make payment based upon such estimates.

Estimates may be paid once every two weeks if, in the opinion of the Resident, the amount of Work performed is sufficient to warrant such payment. No such estimates or payment will be made if, in the judgment of the Resident, the Work is not proceeding in accordance with the provisions of the Contract, or when the total value of the Work performed since the last estimate amounts to less than \$5,000.

The Contractor agrees to waive all claims related to the timing and amount of such estimates.

108.2.3 Mobilization Payment

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

Upon approval of all pre-construction submittals required for approval by this Contract, including those listed in Section 104.4.2 – Preconstruction Conference, the Contractor will receive payment of 50% of the Lump Sum price for Mobilization, not to exceed 5% of the Bid less the amount bid for Mobilization. After the Authority determines that the Work is 50% complete and the Contractor has submitted a Draft (50%) as-built submittal of all underground work to date (within the prior 30 day pay period) as defined in Special Provision 105., the Contractor will receive the other 50% of the Lump Sum price for, Mobilization not to exceed 5% of the Bid less the amount bid for Mobilization. Any remaining Mobilization will be paid at the completion of physical work.

108.8 Final Payment

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

Following conditional acceptance of the physical Work under subsection 107.9.3, the Authority will prepare a final Invoice reflecting final quantities of the items of Work performed. The Authority may require the Contractor to provide information necessary to substantiate Pay Items, including Statements itemizing Force Account Work. The Authority will make final payment upon approval of the Authority's board, in the amount of the Work done, less all previous payments and all amounts to be retained or deducted under the provisions of the Contract. For a related provision, see Section 107.9.5 – Final Acceptance.

SPECIAL PROVISION

SECTION 203

EXCAVATION AND EMBANKMENT

203.01 Description

203.04 General

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

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

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

No grading or grubbing is allowed in wetlands that will be cleared where no other work is proposed.

203.10 Embankment Construction - General

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

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

Embankment fill should be placed in lifts which extend laterally beyond the limits of the design side slopes such that the specified degree of compaction is achieved within the limits of the completed embankment. The slopes should then be trimmed back to design dimensions.

203.16 Winter Construction of Embankments

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

203.18 Method of Measurement

The following paragraphs are added:

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

SPECIAL PROVISION

SECTION 403

HOT MIX ASPHALT PAVEMENT

Course	HMA Grading	Item Number	Total Thickness	No. of Layers	Complimentary Notes
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Spot Shims/Delaminated Areas/Incidentals (As Directed by the Resident)

Incidentals	9.5 mm	403.21	Variable	1	C,L
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COMPLEMENTARY NOTES

- A. The required PGAB for this mixture shall be 64-28.
- B. RAP may not be used.
- C. The Maine DOT will conduct the job mix verification. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract. Minimum and Maximum PGAB content limits from 401.21 shall not apply.
- D. The MTA will conduct the job mix verification. The aggregate qualities shall meet the design traffic level of 10 to <30 million ESALS for mix placed under this contract. The design verification, Quality Control, and Acceptance tests for this mix will be performed at 75 gyrations. (N design)
- E. A material transfer vehicle (MTV) shall be used for the placement of Hot Mix Asphalt wearing surface on all roadways including acceleration and deceleration lanes and all ramps and the outside shoulders.
- F. Joints shall be constructed as the “notched wedge” type in accordance with Subsection 401.17.
- G. Joint density will be measured in accordance with Subsection 401.165.
- H. PGAB shall conform to the provisions of 403.02 – Polymer Modified PGAB for HMA
- I. The contractor shall furnish a quality control technician equipped with an approved densometer to ensure density requirements are met.
- J. Hydrated Lime may be incorporated into the mixture.
- K. The antistrip additive Zycotherm SP manufactured by Zydex Industries shall be incorporated into the PGAB at a rate of 0.125%.
- L. The Authority will accept or reject any HMA based on a visual basis, either prior to its use, during placement, or in its final disposition. Mixtures exceeding the minimum 275 degree(F) lower limit, or the 325 degree(F) upper limit will be rejected from the project.

SPECIAL PROVISION

SECTION 603

PIPE CULVERTS AND STORM DRAINS
(Reinforced Concrete Pipe) (Concrete Collar)
(Corrugated Polyethylene Pipe)

603.01 Description

The following paragraphs are added:

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

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

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

603.02 Materials

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

603.11 Method of Measurement

The following paragraph is added:

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

Payment for Dual Wall Adapter Fittings shall be incidental to item 603.159 12 Inch Culvert Pipe Option III.

603.12 Basis of Payment

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

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

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
603.155 12 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.159 12 inch Culvert Pipe Option III	Linear Foot
603.175 18 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.195 24 inch Reinforced Concrete Pipe - Class III	Linear Foot
603.28 Concrete Collar	Each

SPECIAL PROVISION

SECTION 604

MANHOLES, INLETS, AND CATCH BASINS

(Remove and Replace)

604.01 Description

This work shall consist of removing existing catch basins in the existing four-foot paved shoulder, or other locations noted on the plans, releveling the base, setting new catch basins, and reconnecting them to existing catch basins and pipes. The work shall also include backfilling, paving a drainage apron, and resetting the frame and grate. This work shall be completed prior to opening adjacent lanes to traffic.

604.02 Materials

The following sentences are added:

Class AAA concrete shall conform to Subsection 502.05; except that the minimum cement factor shall be 750 pounds per cubic yard and the coarse aggregate size shall conform to ASTM C33 Grading 7.

The third paragraph should be deleted and replaced with:

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

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

5521Z - 8 Inch Frame Product Number 00552111

5520M5 Grate Product Number 00552060

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

604.03 Construction Requirements

The following sentences shall be added to the 4th paragraph:

SP-12

The contractor shall use HDPE corrugated pipe to connect new catch basins to existing hardware (pipes, other basins, etc.) in accordance with the details shown in the Contract Plans.

604.05 Method of Measurement

The following paragraph is added:

Rubber connection boots shall be paid for under Item 604.24 Catch Basin Type F4.

604.06 Basis of Payment

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
604.24	Catch Basin Type F4	Each

SPECIAL PROVISION

SECTION 613

EROSION CONTROL BLANKET

613.01 Description

This work shall also include watering the median swale and/or longitudinal flow line to the limits and width as shown on the Plans or as directed by the Resident. Watering frequency shall be at the discretion of the Resident.

613.02 Materials

The following sentences are added:

Seeding shall meet the requirements of Section 618, Seeding, Method Number 3.

Mulch shall meet the requirements of Section 619.

The following Subsection is added:

613.041 Maintenance and Acceptance

See Section 618.10 for maintenance and acceptance of seeding.

613.042 Mulch

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

613.09 Basis of Payment

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

Payment will be made under:

Pay Item

Pay Unit

613.319

Erosion Control Blanket

Square Yard

SPECIAL PROVISION

SECTION 619

MULCH

(Mulch – Plan Quantity)
(Temporary Mulch)

619.01 Description

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

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

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

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

619.03 General

The following is added after the first paragraph:

The Contractor may be required to demonstrate that the cellulose mulch 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.

610.06 Method of Measurement

The following sentence is added:

Temporary Mulch will be paid for by the lump sum.

656.10 Basis of Payment

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

Payment will be made under:

Pay Item

Pay Unit

619.1201 Mulch – Plan Quantity
619.1202 Temporary Mulch

Unit
Lump Sum

SPECIAL PROVISION

SECTION 652

MAINTENANCE OF TRAFFIC

(Contractor Requirements)

652.01 General Description

The Authority will provide Maintenance of Traffic for the project. The Authority will provide and maintain, during designated working hours, closures of all lanes necessary to ensure the safety of patrons, Contractor employees and their equipment. Allowable Lane Closure times for the designated work regions are shown in the lane closure tables below. Allowable Lane and Shoulder Closure hours may be adjusted with the approval of the Authority, 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 or 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.

A lane closure will be required for loading and unloading of equipment and materials on the roadway shoulder or into the median.

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 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, and meet construction sign retro reflectivity requirements

All vehicles used on the Project shall be equipped with amber flashing lights, by means of a single or multiple, flashing LED or strobe lights mounted so as to be visible 360 degrees. In addition, **vehicles operating under direction of the Maine Turnpike Authority may be equipped with auxiliary lights that are green, white or amber or any combination of green, white or amber.** Auxiliary lighting shall have sufficient intensity to be visible at 500 feet in normal daylight and a flash rate between 1Hz and 4Hz. The vehicle flashing system shall be in continuous operation while the vehicle is on any part of the project and positioned or mounted in such a way to not be obstructed by vehicle mounted or other equipment. Dump trucks, concrete trucks and

utility trucks **at a minimum** shall have a strobe light mounted on each side of the vehicle. **The use of motorcycles is not permitted within a construction site or as a means to arrive at or leave a work zone.**

652.02 Basis of Payment

Failure by the Contractor to adhere to the provided traffic control plan shall result in a fine of \$150 per incident. If the failure of compliance creates an actual or potential safety issue with traffic and is not corrected immediately then it will result in a violation letter as described below. The definition of an “actual or potential safety issue” is left to the Resident’s discretion.

Failure by the contractor to follow the Contracts 652 Supplemental Specifications, Special Provisions and Standard Specification and/or the Manual on Uniform Traffic Control Devices (MUTCD) and/or the Authority’s Traffic Control Plan, or failure to correct a violation, will result in a violation letter and result in a reduction in payment as shown in the schedule below. The Resident or any other representative of the Authority reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Authority shall not be held responsible for any delay in the work due to any suspension under this item. Any reduction in payment under this Special Provision will be in addition to forfeiting payment of maintenance of traffic control devices for that day.

<u>Amount of Penalty Damages per Violation</u>		
1 st	2 nd	3 rd & Subsequent
\$500	\$1,000	\$2,500

There will be no payment made to the Contractor for traffic control, maintenance of traffic, or any other handling of traffic. The Authority shall take responsibility of all traffic control and maintenance.

Mainline Northbound MM 7-19 June 3, 2024 to November 30, 2024			
		Temporary Shoulder Closure	Temporary Single Lane Closure
Days of Week:	Monday Night through Friday Morning		
Time of Day:	7:00 p.m. to 8:00 a.m. following day	Allowed	Allowed

Mainline Northbound MM 7-19 June 3, 2024 to November 30, 2024			
		Temporary Shoulder Closure	Temporary Single Lane Closure
Days of Week:	Monday Morning through Thursday Night		
Time of Day:	8:00 a.m. to 7:00 p.m.	Allowed: 6/3 to 6/24 9/2 to 11/30	Allowed: 6/3 to 6/24 9/2 to 11/30

Mainline Northbound MM 48-52 June 3, 2024 to September 30, 2024			
		Temporary Shoulder Closure	Temporary Single Lane Closure
Days of Week:	Monday Night through Friday Morning		
Time of Day:	8:00 p.m. to 7:00 a.m. following day	Allowed	Allowed

Mainline Northbound MM 48-52 September 30, 2024 to November 30, 2024			
		Temporary Shoulder Closure	Temporary Single Lane Closure
Days of Week:	Monday Night through Friday Morning		
Time of Day:	7:00 p.m. to 8:00 a.m. following day	Allowed	Allowed

Mainline Northbound MM 52-53 June 3, 2024 to November 30, 2024			
		Temporary Shoulder Closure	Temporary Single Lane Closure
Days of Week:	Monday Night through Friday Morning		
Time of Day:	8:00 p.m. to 7:00 a.m. following day	Allowed 8:30 a.m. to 3:30 p.m. following day	Allowed

Mainline Southbound MM 7-19 June 3, 2024 to November 30, 2024			
		Temporary Shoulder Closure	Temporary Single Lane Closure
Days of Week:	Monday Night through Friday Morning		
Time of Day:	6:00 p.m. to 9:00 a.m. following day	Allowed	Allowed

Mainline Southbound MM 7-19 June 3, 2024 to November 30, 2024			
		Temporary Shoulder Closure	Temporary Single Lane Closure
Days of Week:	Monday Morning through Thursday Night		
Time of Day:	9:00 a.m. to 6:00 p.m.	Allowed: 6/3 to 7/1 7/8 to 7/22 9/9 to 10/7 10/14 to 11/30	Allowed: 6/3 to 7/1 7/8 to 7/22 9/9 to 10/7 10/14 to 11/30

Mainline Southbound MM 48-52 June 3, 2024 to November 30, 2024			
		Temporary Shoulder Closure	Temporary Single Lane Closure
Days of Week:	Monday Night through Friday Morning		
Time of Day:	8:00 p.m. to 6:00 a.m. following day	Allowed	Allowed

Mainline Southbound MM 52-53 June 3, 2024 to November 30, 2024			
		Temporary Shoulder Closure	Temporary Single Lane Closure
Days of Week:	Monday Night through Friday Morning		
Time of Day:	7:00 p.m. to 7:00 a.m. following day	Allowed	Allowed

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.