

**GENERAL NOTES**

1. THE FOLLOWING SHALL BE CONTACTED PRIOR TO ANY CONSTRUCTION:

CITY OF PORTLAND  
John Emerson, Public Services Sewer  
55 Portland Street  
Portland, ME 04101  
(207) 874-8468

CENTRAL MAINE POWER COMPANY  
Paul Duperre, Technical Services Advisor  
162 Canco Road  
Portland, ME 04103  
(207) 828-2882  
paul.duperre@cmpco.com

PORTLAND WATER DISTRICT  
Ned Pierce  
P.O. Box 3553  
Portland, ME 04104-3553  
(207) 774-5961  
npierce@pwd.org

PORTLAND FIRE DEPARTMENT  
Ben Diaz, Supervisor of the Electrical Div  
380 Congress Street  
Portland, ME 04101  
(207) 874-8489  
bd@portlandmaine.gov

UNITIL CORP./GRANITE STATE GAS TRANSMISSION, INC.  
Frank Callahan, O&M Team Leader  
325 West Road  
Portsmouth, NH 03801  
(800) 542-0967  
callahan@unitil.com

MAINE FIBER COMPANY  
Tim LaBreck  
One City Center, 1st Flr  
Portland, ME 04101

NORTHERN UTILITIES, INC. (PORTLAND, ME OFFICE)  
Sam Murray  
325 West Road  
Portsmouth, NH 03801  
(800) 552-8464  
murray@unitil.com

OXFORD NETWORKS  
Lewiston, ME 04240  
(207) 333-6900  
Michael Ellingwood  
mellingwood@oxfordnetworks.com

TIME WARNER CABLE  
Mark Pellelier  
118 Johnson Road  
Portland, ME 04102  
(207) 253-2291

FAIRPOINT COMMUNICATIONS  
John Caprio  
Davis Farm Rd.  
Portland, ME

NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC (FAIRPOINT COMMUNICATIONS)  
Steve Polyot, ROW Manager  
645 Odlin Road  
Bangor, ME 04401  
(207) 991-6712  
spolyot@fairpoint.com

DIG SAFE  
1-888-344-7233  
(72 HOURS PRIOR TO START OF CONSTRUCTION)

2. ALL UTILITY FACILITIES SHALL BE ADJUSTED BY THE RESPECTIVE UTILITIES UNLESS NOTED.

3. IF FOUNDATION MATERIAL IS REQUIRED UNDER CULVERTS, IT SHALL MEET THE REQUIREMENTS FOR GRANULAR BORROW-UNDERWATER BACKFILL.

4. GRANULAR BORROW USED TO BACKFILL MUCK EXCAVATION OR IN LOW WET AREAS TO 1' ABOVE WATER LEVEL OR OLD GROUND SHALL MEET REQUIREMENTS FOR GRANULAR BORROW UNDERWATER BACKFILL.

5. NO EXISTING DRAINAGE SHALL BE ABANDONED, REMOVED, OR PLUGGED WITHOUT PRIOR APPROVAL.

6. THE CULVERT SIZES SHOWN ON THE PLANS AND CROSS SECTIONS ARE FOR SMOOTH LINED PIPES, UNLESS OTHERWISE NOTED.

7. LOAM SALVAGE SHALL BE STOCKPILED AT A DESIGNATED SITE FOR PLACEMENT ON THE SIDESLOPES.

8. UNLESS OTHERWISE NOTED SEEDING METHOD NO. 1 SHALL BE UTILIZED ON ALL LAWNS AND DEVELOPED AREAS. SEEDING METHOD NO. 2 SHALL BE UTILIZED ON ALL NON-GUARDRAIL FORESLOPES FROM THE EDGE OF SHOULDER TO THE DITCH LINE OR TOE OF FILL. SEEDING METHOD NO. 3 SHALL BE UTILIZED ON ALL BACKSLOPES AND ON ALL GUARDRAIL FILL SLOPES

9. MULCH SHALL BE APPLIED IN AREAS SEEDED BY SEEDING METHOD NO. 2 AND SEEDING METHOD NO. 1.

10. LOAM DEPTHS ARE AS FOLLOWS:  
4" FOR SEEDING OF METHOD NO. 1  
4" FOR SEEDING OF METHOD NO. 2  
DEPTHS SHOWN ARE NOMINAL.

11. PAVED ENTRANCES SHALL BE CONSTRUCTED WITH:  
2" HOT BIT. PAVEMENT (DRIVEWAYS),  
3" HOT BIT. PAVEMENT (BUSINESS ENTRANCES),  
AND 12" AGGREGATE SUBBASE COURSE GRAVEL.

12. THE CONVENIENCE STORE AND FUELING STATION ENTRANCE SHALL BE CONSTRUCTED WITH:  
4" HOT BITUMINOUS PAVEMENT  
6" AGGREGATE BASE GRAVEL, TYPE 'A'.  
15" AGGREGATE SUBBASE GRAVEL, TYPE 'D', 4" MINUS.

13. UNPAVED ENTRANCES SHALL BE CONSTRUCTED WITH:  
3" UNTREATED AGGREGATE SURFACE COURSE AND  
11" AGGREGATE SUBBASE COURSE GRAVEL.

14. CRUSHED STONE ENTRANCES SHALL BE CONSTRUCTED WITH:  
2" CRUSHED STONE SURFACE, AND  
12" AGGREGATE SUBBASE COURSE GRAVEL.

15. EXISTING CULVERTS TO REMAIN SHALL BE CLEANED AS APPROVED BY THE ENGINEER.

16. TEMPORARY EROSION CONTROL MEASURES SHALL BE MAINTAINED FOR THE FULL DURATION OF CONSTRUCTION. REMOVE AFTER SITE IS FULLY STABILIZED WITH THE APPROVAL OF THE ENGINEER.

17. EXCAVATIONS ACCOMPLISHED AS PART OF THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH SUBPART P OF 29 CFR PART 1926.650- 652 (CONSTRUCTION STANDARD FOR EXCAVATIONS).

18. ALL PAVEMENT JOINTS BETWEEN EXISTING AND PROPOSED PAVEMENT ARE TO BE SAW-CUT TO ENSURE A SMOOTH BUTT JOINT IS ATTAINED AND WILL BE COATED WITH BITUMINOUS TACK COAT APPLIED PRIOR TO NEW PAVEMENT BEING PLACED.

19. THE GRUBBING WIDTH SHALL EXTEND TO THE SUBGRADE LIMITS.

20. ALL DITCH ELEVATIONS SHOWN ON THE CROSS SECTIONS ARE FOR THE FINISHED DITCH FLOW LINE.

21. DRIVEWAY FILL SIDESLOPES SHALL BE THE SAME AS THE NON-GUARDRAIL FILL SLOPES UNLESS OTHERWISE NOTED ON THE PLANS.

**CONTRACTOR'S CONSTRUCTION NOTES**

1. PRIOR TO MAKING ANY HIGHWAY IMPROVEMENTS, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED TO CONSTRUCT SUCH IMPROVEMENTS.

2. PRIOR TO MAKING ANY HIGHWAY IMPROVEMENTS, THE CONTRACTOR SHALL SUBMIT A PLAN TO CONTROL TRAFFIC DURING THE PERIOD OF CONSTRUCTION TO THE DEPARTMENT AND THE ENGINEER FOR APPROVAL WHICH CONFORMS TO THE FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".

3. PRIOR TO MAKING ANY HIGHWAY IMPROVEMENTS, THE CONTRACTOR SHALL COMPLY WITH ALL NECESSARY INSURANCE REQUIREMENTS AS OUTLINED UNDER SECTION 103.08 IN THE DEPARTMENT'S "STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES" (HEREAFTER STANDARD SPECIFICATIONS). MINIMUM INSURANCE REQUIREMENTS SHALL INCLUDE AT LEAST WORKERS' COMPENSATION INSURANCE, COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE AS DEFINED THEREIN. ADDITIONAL INSURANCE MAY BE REQUIRED WHERE APPLICABLE. THE CONTRACTOR SHALL FURNISH TO THE DEPARTMENT AND THE ENGINEER SATISFACTORY PROOF OF SUCH INSURANCE SO REQUIRED. IN THE EVENT THAT SUCH INSURANCE IS TERMINATED OR CANCELED WITHOUT BEING REPLACED WITH COMPARABLE INSURANCE, THE DEPARTMENT MAY SUSPEND OR TERMINATE ALL HIGHWAY CONSTRUCTION IN PROGRESS AT THE TIME OF SUCH TERMINATION OR CANCELLATION.

4. PRIOR TO MAKING ANY HIGHWAY IMPROVEMENTS, THE CONTRACTOR SHALL FURNISH TO THE DEPARTMENT A PERFORMANCE BOND, CERTIFIED CHECK OR OTHER NEGOTIABLE SECURITY ACCEPTABLE TO THE DEPARTMENT IN THE FULL AMOUNT OF THE COST TO CONSTRUCT SUCH IMPROVEMENTS WHICH CONFORMS TO THE GENERAL REQUIREMENTS FOR SUCH SURETY AS OUTLINED UNDER SECTION 103.05 IN THE STANDARD SPECIFICATIONS.

5. THE CONTRACTOR SHALL NOT MAKE ANY HIGHWAY IMPROVEMENTS WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE DEPARTMENT. THE CONTRACTOR SHALL PROVIDE THE DEPARTMENT AND THE ENGINEER WITH A SCHEDULE OF WORK FOR CONSTRUCTING SUCH IMPROVEMENTS PRIOR TO RECEIVING SUCH APPROVAL.

6. ALL PROPOSED HIGHWAY IMPROVEMENTS SHALL BE CONSTRUCTED AS SHOWN ON THE FINAL PLANS IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.

A. THE DEPARTMENT AND THE ENGINEER SHALL BE ALLOWED TO INSPECT SUCH CONSTRUCTION AND TEST ANY MATERIALS USED THEREIN AT ANY AND ALL TIMES AS NECESSARY TO ASSURE COMPLIANCE WITH THE FINAL PLANS OR STANDARD SPECIFICATIONS.

B. THE DEPARTMENT AND THE ENGINEER MAY REJECT ANY WORK OR MATERIALS WHICH DO NOT CONFORM TO THE FINAL PLANS OR STANDARD SPECIFICATIONS.

C. THE CONTRACTOR SHALL ALLOW OR ARRANGE FOR THE DEPARTMENT, ITS INSPECTORS, AGENTS, EMPLOYEES, CONTRACTORS OR INVITED GUESTS, TO ENTER UPON ANY LAND OUTSIDE OF THE HIGHWAY RIGHT-OF-WAY WHICH MAY BE USED FOR CONSTRUCTION OF THE HIGHWAY IMPROVEMENTS AT ANY AND ALL TIMES AND FOR ANY AND ALL PURPOSES NECESSARY OR INCIDENTAL TO SUCH INSPECTION OR TESTING.

D. THE PLACEMENT OF BITUMINOUS PAVING MATERIALS SHALL BE SUBJECT TO ALL OF THE WEATHER AND SEASONAL LIMITATIONS OUTLINED UNDER SECTION 401.07 IN THE STANDARD SPECIFICATIONS.

E. ALL TRAFFIC SHALL BE CONTROLLED DURING THE PERIOD OF CONSTRUCTION IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN APPROVED BY THE DEPARTMENT AND THE ENGINEER.

7. THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE DEPARTMENT AND ITS INSPECTORS, OFFICERS, EMPLOYEES AND AGENTS, AGAINST ALL CLAIMS ARISING FROM ANY INJURY OR DEATH TO ANY OF ITS OFFICERS, EMPLOYEES, WORKERS, TRESPASSERS, LICENSEES, INVITEES AND ALL OTHER PERSONS IN, ON OR EXTENDING FROM THE CONSTRUCTION AREA OF THE HIGHWAY IMPROVEMENTS OR FROM ANY DAMAGE TO OR LOSS OF PROPERTY OF ANY THIRD PARTY AS A RESULT OF ANY ACT, OMISSION, NEGLIGENCE OR DEFAULT OF THE CONTRACTOR OR ANY SUBCONTRACTOR THEREUNDER, ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES. THIS INDEMNIFICATION PROVISION SHALL NOT APPLY TO ANY INJURY OR DEATH OF ANY PERSON OR TO ANY DAMAGE TO OR LOSS OF PROPERTY OF ANY THIRD PARTY OCCURRING AFTER THE COMPLETION OF WORK UNDER THIS AGREEMENT AND THE ACCEPTANCE THEREOF BY THE DEPARTMENT. ANY DEATH OCCURRING AFTER THE COMPLETION AND ACCEPTANCE OF SUCH WORK WHICH IS CAUSED BY AN INJURY OCCURRING PRIOR THERETO BECAUSE OF ANY ACT, OMISSION, NEGLIGENCE OR DEFAULT OF THE CONTRACTOR OR ANY SUBCONTRACTOR THEREUNDER, ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES, SHALL NOT BE EXCLUDED FROM THIS INDEMNIFICATION PROVISION SIMPLY BECAUSE SUCH DEATH OCCURRED AFTER THE COMPLETION AND ACCEPTANCE OF SUCH WORK. ACCEPTANCE OF SUCH WORK BY THE DEPARTMENT SHALL NOT RELIEVE THE CONTRACTOR OF ANY LEGAL LIABILITY TO THE DEPARTMENT FOR ANY DEFECT OR NEGLIGENCE IN THE DESIGN AND CONSTRUCTION OF THE HIGHWAY IMPROVEMENTS. NOTWITHSTANDING THE FOREGOING, NEITHER THE DEPARTMENT NOR THE CONTRACTOR WAIVES ANY STATUTORY OR COMMON-LAW DEFENSES AVAILABLE TO THEM.


8. THE DEPARTMENT SHALL RESERVE THE RIGHT TO REVOKE ITS APPROVAL TO CONSTRUCT ANY OR ALL OF THE HIGHWAY IMPROVEMENTS UPON NOTICE FOR CAUSE AT ANY TIME THAT IT DETERMINES SUCH ACTION APPROPRIATE AND IN THE BEST INTEREST OF THE PUBLIC BECAUSE OF ANY FAILURE BY THE CONTRACTOR TO COMPLY WITH THE FINAL PLANS OR STANDARD SPECIFICATIONS OR ANY OF THE OTHER TERMS OR CONDITIONS OUTLINED HERE IN. HOWEVER, IN THE INTEREST OF PUBLIC SAFETY, NOTHING IN THIS PROVISION SHALL PREVENT THE DEPARTMENT AND THE ENGINEER FROM IMMEDIATELY SUSPENDING WORK FOR CAUSE PENDING ANY NECESSARY CORRECTION BY THE CONTRACTOR.

9. UPON COMPLETION OF CONSTRUCTION, THE DEPARTMENT AND THE ENGINEER SHALL CONDUCT A FINAL INSPECTION OF ALL HIGHWAY IMPROVEMENTS TO DETERMINE ACCEPTABILITY. THE DEPARTMENT AND THE ENGINEER SHALL NOTIFY THE CONTRACTOR IF ANY ADDITIONAL WORK IS NECESSARY TO CONFORM TO THE FINAL PLANS OR STANDARD SPECIFICATIONS. UPON ACCEPTANCE, THE DEPARTMENT AND THE ENGINEER SHALL NOTIFY THE CONTRACTOR OF SUCH ACCEPTABILITY IN WRITING.

10. ALL RIGHT, TITLE AND INTEREST IN AND TO ALL EQUIPMENT, MATERIALS AND SUPPLIES WHICH BECOME A PART OF THE HIGHWAY IMPROVEMENTS SHALL VEST IN THE DEPARTMENT UPON ATTACHMENT TO THE HIGHWAY.

11. UPON COMPLETION OF ALL HIGHWAY IMPROVEMENTS, THE CONTRACTOR SHALL FURNISH THE DEPARTMENT AND THE ENGINEER WITH A SET OF REPRODUCIBLE "AS-BUILT" PLANS OF ARCHIVAL QUALITY SUITABLE FOR PERMANENT FILLING SHOWING ALL OF THE HIGHWAY IMPROVEMENTS AS CONSTRUCTED.

12. OTHER NOTES ASSOCIATED WITH THE WORK WITHIN THE RIGHT-OF-WAY ARE CONTAINED ON THE INDIVIDUAL DRAWINGS.

				PROJECT STATE ROUTE 22 (CONGRESS STREET) TURN LANE EXTENSION PROJECT 2282 CONGRESS STREET, PORTLAND, ME		 <b>FAY, SPOFFORD &amp; THORNDIKE</b> ENGINEERS • PLANNERS • SCIENTISTS 778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106
				SHEET TITLE <b>GENERAL AND CONTRACTOR'S NOTES</b>		
				CLIENT PORTLAND PROPERTY HOLDINGS, LLC 2 MAIN STREET, SUITE 200, TOPSHAM, MAINE 04086		DRAWN: CMW DESIGNED: BEK CHECKED: SRB FILE NAME: 3118.01-GEN SHEET
				P.E. BO KENNEDY LIC. # 11994		DATE: JUNE 2013 SCALE: AS NOTED JOB NO. 3118.01 C-1.1 OFF
4	08.13.14	SUBMITTED TO CITY OF PORTLAND				
3	08.08.14	SUBMITTED TO CITY OF PORTLAND				
2	07.22.14	SUBMITTED TO CITY OF PORTLAND AND MDOT				
1	07.10.13	SUBMITTED TO UTILITY COMPANIES FOR REVIEW				
REV	DATE	DESCRIPTION				
		REVISIONS				