## MAINE TURNPIKE

## CONTRACT DOCUMENTS

#### **CONTRACT 2020.06**

EMERGENCY VEHICLE RAMPS CIDER HILL ROAD UNDERPASS MILE 6.2 MOUNTAIN ROAD UNDERPASS MILE 10.6 BURNT MILL ROAD UNDERPASS MILE 19.9

NOTICE TO CONTRACTORS

#### PROPOSAL

#### CONTRACT AGREEMENT

#### CONTRACT BOND

FINAL LIEN AND CLAIM WAIVER AND AFFIDAVIT

**SPECIFICATIONS** 

## **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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#### NOTICE TO CONTRACTORS

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

#### CONTRACT 2020.06

## EMERGENCY VEHICLE RAMPS CIDER HILL ROAD UNDERPASS MILE 6.2 MOUNTAIN ROAD UNDERPASS MILE 10.6 BURNT MILL ROAD UNDERPASS MILE 19.9

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 April 21, 2020 at which time and place the Proposals will be publicly opened and read. Bids will be accepted from Contractors **prequalified** by the Maine Department of Transportation for Highway Construction Projects. All other bids may be rejected. This Project includes a wage determination developed by the State of Maine Department of Labor.

The work consists of constructing two Emergency Vehicle Ramps from Cider Hill Road to the Maine Turnpike in the Town of York, Maine, and constructing two Emergency Vehicle Ramps from Mountain Road to the Maine Turnpike in the Town of York, Maine, and constructing two Emergency Vehicle Ramps from Burnt Mill Road to the Maine Turnpike in the Town of Wells, Maine. The work includes excavation, roadway gravels and pavement, guardrail, maintenance of traffic and all other work incidental thereto in accordance with the Plans and Specifications.

**The half size Plans** and Contract Documents will be available for purchase only upon advance request to Nate Carll (<u>ncarll@maineturnpike.com</u>) for the price of Fifty (\$75.00) Dollars for each set, which payment will not be returned. Checks shall be made payable to: Maine Turnpike Authority. The Plans and Contract Documents may also be downloaded from a link on our website at <u>http://www.maineturnpike.com/project-and-planning/Construction-Contracts.aspx</u>.

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 <a href="http://www.maineturnpike.com/project-and-planning/Construction-Contracts.aspx">http://www.maineturnpike.com/project-and-planning/Construction-Contracts.aspx</a> . For Project specific information, fax all questions to Nate Carll, Purchasing Manager, at (207) 871-7739 or email ncarll@maineturnpike.com. Responses will not be prepared for questions received by telephone. Bidders shall not contact any other Authority staff or Consultants for clarification of Contract provisions, and the Authority will not be responsible for any interpretations so obtained.

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

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.

There will be no pre-bid conference and all questions must be submitted by April 15, 2020 at 12:00 p.m.

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 2020.06

EMERGENCY VEHICLE RAMPS CIDER HILL ROAD UNDERPASS MILE 6.2 MOUNTAIN ROAD UNDERPASS MILE 10.6 BURNT MILL ROAD UNDERPASS MILE 19.9

#### PROPOSAL

#### CONTRACT 2020.06

EMERGENCY VEHICLE RAMPS CIDER HILL ROAD UNDERPASS MILE 6.2 MOUNTAIN ROAD UNDERPASS MILE 10.6 BURNT MILL ROAD UNDERPASS MILE 19.9

#### TO MAINE TURNPIKE AUTHORITY:

The work consists of constructing two Emergency Vehicle Ramps from Cider Hill Road to the Maine Turnpike in the Town of York, Maine, and constructing two Emergency Vehicle Ramps from Mountain Road to the Maine Turnpike in the Town of York, Maine, and constructing two Emergency Vehicle Ramps from Burnt Mill Road to the Maine Turnpike in the Town of Wells, Maine. The work includes excavation, roadway gravels and pavement, guardrail, maintenance of traffic and all other work incidental thereto in accordance with the Plans and Specifications.

This Work will be done under a Contract known as Contract 2019.08 according to the Plans and Specifications which are on file in the office of the Maine Turnpike Authority, 2360 Congress Street, Portland, Maine.

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

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

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

## SCHEDULE OF BID PRICES CONTRACT NO. 2020.06

## EMERGENCY VEHICLE RAMPS CIDER HILL ROAD UNDERPASS (MILE 6.2) MOUNTAIN ROAD UNDERPASS (MILE 10.6) BURNT MILL ROAD UNDERPASS (MILE 19.9)

Item No	Item Description	Units Approx. Quantities		Unit Prices in Nur	nbers	Bid Amount in Nu	mbers
110			Quantitioo	Dollars	Cents	Dollars	Cents
201.11	Clearing	Acre	1.17				
201.23	Remove Single Tree - Top Only	Each	1				
201.24	Remove Stump	Each	1				
203.20	Common Excavation	Cubic Yard	2350				
203.24	Common Borrow	Cubic Yard	5710				
203.25	Granular Borrow	Cubic Yard	110				
304.10	Aggregate Subbase Course - Gravel	Cubic Yard	2165				- - - -
304.14	Aggregate Base Course - Type A	Cubic Yard	560				
403.207	Hot Mix Asphalt - 19.0 MM Nom, Max. Size (Base)	Ton	500				
403.208	Hot Mis Asphalt - 12.5 MM Nom. Max. Size (Surface)	Ton	310				     
409.15	Bituminous Tack Coat RS-1 or RS1h– Applied	Gallon	150				-     

Item	Item Description	Units Approx. Ur		Unit Prices in Nun	nbers	Bid Amount in Nu	mbers	
NO			Quantities	Dollars	Cents	Dollars	Cents	
	BROUGHT FORWARD:							
419.30	Sawcut Cutting Bituminous Pavement	Linear Foot	1080					
603.155	12" RCP Class III	Linear Foot	48					
603.175	18" RCP Class III	Linear Foot	68					
603.179	18" Culvert Pipe OPT III	Linear Foot	260				     	
603.209	30" Culvert Pipe OPT II	Linear Foot	44				   	
604.09	Catch Basin Type B1	Each	1.5				       	
606.242	Guardrail Type 3D - Over 15ft Radius	Linear Foot	150				     	
606.265	Terminal End - Single Rail - Galvanized Steel	Each	5				     	
606.278	Terminal End - Anchored End	Each	5				-     	
606.353	Reflectorized Flexible Guardrail Marker	Each	10				     	
606.3561	Delineator Post - Remove and Stack	Each	12				:     	
606.369	Guardrail Remove and Stack	Linear Foot	212.5				     	

ltem	Item Description	Units Approx. U		Unit Prices in Nur	nbers	Bid Amount in Nu	mbers		
NO			Dollars Cer		Cents	Dollars	Cents		
	BROUGHT FORWARD:								
607.17	Chain Link Fence - 6 foot	Linear Foot	443						
607.2325	Pipe Entry Gate	Each	6						
607.32	Bracing Assembly Type I - Metal Posts	Each	21				     		
607.33	Bracing Assembly Type II - Metal Posts	Each	10				   		
610.08	Plain Riprap	Cubic Yard	29						
610.18	Stone Ditch Protection	Cubic Yard	14						
610.181	Temporary Stone Check Dam	Cubic Yard	4				:     		
613.319	Erosion Control Blanket	Square Yard	230				     		
615.07	Loam	Cubic Yard	530				     		
618.14	Seeding Method Number 2	Unit	44				     		
619.1201	Mulch - Plan Quantity	Unit	44						
620.58	Erosion Control Geoextile	Square Yard	176						

Item	Item Description	Units Approx. Un Quantities		Unit Prices in Nur	nbers	Bid Amount in Nu	mbers	
			Quantities	Dollars Cents		Dollars	Cents	
	BROUGHT FORWARD:							
621.045	Evergreen Trees 6' - 8' Gr. C	Each	5					
626.33	30 Inch Foundation, 8-Foot or Less Foundation	Each	2				;     	
629.05	Hand Labor, Straight Time	Hour	30					
631.12	All Purpose Excavator (Including Operator)	Hour	30				     	
631.171	Truck - Small (Includeing Operator)	Hour	30				<u> </u>     	
631.36	Foreman	Hour	30				     	
645.109	Remove and Reset Sign	Each	2				:     	
645.162	Breakaway Device Multi Pole	Each	2				     	
645.271	Regulatory, Warning, Confirmation and Route Marker Assembly Sign, Type 1	Square Foot	216				<u> </u>     	
645.289	Steel H-Beams Pole	Pound	365				     	
652.39	Work Zone Traffic Control	Lump Sum	1				     	
652.45	Truck Mounted Attenuator	Cal. Day	25				-       	

ltem No	Item Description	Units	Approx. Quantities	Unit Prices in Nur	nbers	Bid Amount in Nu	mbers
_				Dollars	Cents	Dollars	Cents
BROUGHT FORWARD:							
656.50	Baled Hay, In Place	Each	90				
656.632	30" Temporary Silt Fence	Linear Foot	2700				
659.10	Mobilization	Lump Sum	1				

TOTAL:

P-6

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)

(Address)

(Address)

(Address)

(Address)

PARTNERSHIP - Name and Address of General Partners:

(Name)

(Name)

(Name)

(Name)

INCORPORATED COMPANY:

(President)

(Vice-President)

(Secretary)

(Treasurer)

(Address)

(Address)

(Address)

(Address)

#### 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 PRES	ENTS that	
of	in the County of	and State of	
as Principal, and		a Corporation duly orga	nized under the
laws of the State of _	and havi	ng a usual place of business in	
As Surety, are	e held and firmly bound	unto the Maine Turnpike Authority Dollars (\$	in the sum of
to be paid to said Mai to be made, we bind by these presents.	ine Turnpike Authority, o ourselves, our heirs, exe	or its successors, for which payment, cutors, successors and assigns jointly	, well and truly y and severally
foregoing Contract N satisfy all claims and equipment and all or contemplated by said which the Obligee m shall be null and void Signed and se	of this obligation is such os I demands incurred for t ther items contracted for Contract, and shall fully ay incur in making good ; otherwise it shall remain aled this day of	hall faithfully perform the Contract of he same and shall pay all bills for lor, or used by him, in connection of y reimburse the Obligee for all outland any default of said Principal, then in in full force and effect.	on his part and labor, material, with the Work ay and expense this Obligation
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 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) , being first duly sworn and stated that the foregoing representations are its (Title) are true and correct upon his own knowledge and that the foregoing is his free act and deed in said capacity free act and deed of and the 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:

## **SPECIFICATIONS**

## PART I – SUPPLEMENTAL SPECIFICATIONS

(Rev. November 10, 2016)

The Supplemental Specifications are available on the Maine Turnpike Authority Website at <a href="http://www.maineturnpike.com/Projects-Planning/Construction-Contracts.aspx">http://www.maineturnpike.com/Projects-Planning/Construction-Contracts.aspx</a>

# **SPECIFICATIONS**

PART II – SPECIAL PROVISIONS

<b>SECTION</b>	TITLE	<u>P</u> 2	AGE
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# PART II - SPECIAL PROVISIONS

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# <u>PART II – SPECIAL PROVISIONS – Continued</u> Contract 2020.06

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APPENDIX A – Section 11 – State Transportation Facilities Permit by Rule Regulations

APPENDIX B - ACOE Category 2 Permit and General Permit Standards and Conditions

## **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 consists of constructing two Emergency Vehicle Ramps from Cider Hill Road to the Maine Turnpike in the Town of York, Maine, and constructing two Emergency Vehicle Ramps from Mountain Road to the Maine Turnpike in the Town of York, Maine, and constructing two Emergency Vehicle Ramps from Burnt Mill Road to the Maine Turnpike in the Town of Wells, Maine. The work includes excavation, roadway gravels and pavement, guardrail, maintenance of traffic and all other work incidental thereto in accordance with the Plans and Specifications.

#### <u>Plans</u>

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 2020.06 – Emergency Vehicle Ramps – Cider Hill Road Underpass Mile 6.2, Mountain Road Underpass Mile 10.6, Burnt Mill Road Underpass Mile 19.9". 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 2020	12:01 p.m. preceding Thursday to
(Fourth of July)	6:00 a.m. the following Wednesday

## 103.4 Notice of Award

The following sentence is added:

The Maine Turnpike Authority Board is scheduled to consider the Contract Award on April 23, 2020.

# 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.

#### 2020 Fair Minimum Wage Rates Highway & Earth York County

	<u>Minimum</u>	<u>Minimum</u>			<u>Minimum</u>	<u>Minimum</u>	
Occupation Title	Wage	Benefit	Total	Occupation Title	Wage	Benefit	Total
Asphalt Raker	\$16.00	\$0.00	\$16.00	Laborers (Helpers & Tenders)	\$16.00	\$0.86	\$16.86
Backhoe Loader Operator	\$23.00	\$3.93	\$26.93	Laborer - Skilled	\$18.75	\$1.17	\$19.92
Boom Truck (Truck Crane) Operator	\$25.00	\$4.94	\$29.94	Loader Operator - Front-End	\$20.00	\$3.00	\$23.00
Bulldozer Operator	\$27.25	\$6.18	\$33.43	Mechanic- Maintenance	\$23.00	\$3.09	\$26.09
Carpenter	\$22.46	\$2.19	\$24.65	Millwright	\$29.82	\$7.73	\$37.55
Cement Mason/Finisher	\$16.00	\$4.04	\$20.04	Painter	\$18.00	\$0.45	\$18.45
Crane Operator =>15 Tons)	\$30.00	\$7.76	\$37.76	Paver Operator	\$20.75	\$0.00	\$20.75
Crusher Plant Operator	\$20.50	\$5.33	\$25.83	Pipelayer	\$25.00	\$1.40	\$26.40
Driller - Rock	\$12.00	\$8.82	\$20.82	Plumber (Licensed)	\$26.00	\$4.50	\$30.50
Electrician - Licensed	\$28.00	\$6.27	\$34.27	Reclaimer Operator	\$22.91	\$13.25	\$36.16
Electrician Helper/Cable Puller	\$18.00	\$1.84	\$19.84	Roller Operator - Earth	\$16.00	\$0.24	\$16.24
Elevator Constructor/Installer	\$20.00	\$1.78	\$21.78	Roller Operator - Pavement	\$18.50	\$1.48	\$19.98
Excavator Operator	\$23.39	\$3.27	\$26.66	Screed/Wheelman	\$18.43	\$1.24	\$19.67
Fence Setter	\$18.00	\$1.30	\$19.30	Stone Mason	\$20.00	\$0.42	\$20.42
Flagger	\$14.50	\$0.00	\$14.50	Truck Driver - Light	\$16.00	\$0.44	\$16.44
Grader/Scraper Operator	\$20.00	\$0.65	\$20.65	Truck Driver - Medium	\$19.00	\$1.84	\$20.84
Highway Worker/Guardrail Installer	\$18.25	\$1.66	\$19.91	Truck Driver - Heavy	\$18.00	\$1.46	\$19.46
Hot Top Plant Operator	\$22.91	\$13.25	\$36.16	Truck Driver - Tractor Trailer	\$19.50	\$2.55	\$22.05
Ironworker - Reinforcing	\$29.23	\$7.18	\$36.41	Truck Driver - Mixer (Cement)	\$17.25	\$2.26	\$19.51
Ironworker - Structural	\$26.01	\$22.27	\$48.28				

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.

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

Scatt R. Catuci Attest:

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

Expiration Date: 12-31-2020

## 104.4.6 Utility Coordination

This Subsection is amended by the addition of the following:

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

## General

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

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

Utility adjustments are only anticipated as part of this project at the Cider Hill northbound and southbound locations and are described below. If any unexpected utility relocations become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the work by the Contractor.

The following utilities are located within the Project limits at the Cider Hill northbound and southbound locations. The Contractor shall ascertain the location of the existing utilities and any other necessary information by direct inquiry at the office of the following utility owners:

## **AERIAL UTILITIES**

## ELECTRIC:

Central Maine Power 162 Cando Road Portland, ME 04103 ATTN: Wayne Brown (207) 629-2531 wayne.brown@cmpco.com

## **COMMUNICATION:**

Consolidated Communications 5 Davis Farm Road Portland, ME 04103 ATTN: Marty Pease (207) 535-4208 martin.pease@consolidated.com There are existing aerial utilities that cross the proposed southbound emergency vehicle ramp adjacent to Bog Road. These utilities will be raised to provide 18 feet of vertical clearance from the proposed emergency vehicle ramp grade. Consolidated Communications will raise their lines to meet this vertical clearance requirement. This work is anticipated to be completed prior to April 30, 2020.

The Contractor shall coordinate their work with the aerial utility's relocation, as necessary. The utility owners will be responsible for obtaining any necessary work permits to complete the utility relocation work.

#### **UNDERGROUND UTILITIES**

<u>WATER:</u> York Water District PO Box 447 York, ME 03909-0447 ATTN: Don Neumann (207) 363-2265 <u>dneumann@yorkwaterdistrict.org</u>

York Water District owns a 12-inch to 6-inch underground water main within the project limits. This watermain is under both the northbound and southbound emergency vehicle ramps. Under the southbound emergency vehicle ramp the York Water District plans to replace the 6" water main with 12" water main. York Water District plans to complete this work by May 29<sup>th</sup>, 2020.

York Water District Plans to disconnect 2 blow-off risers on the Cider Hill northbound emergency vehicle ramp. The Contractor shall coordinate with York Water District and shall excavate and backfill as required. York Water District will provide their own trench protection if required. This work will not be paid for directly and shall be considered incidental to the project. York Water District requires 2 business days' notice prior to commencing this work and requires 0.5 working days to complete this work.

#### 104.4.7 Cooperation With Other Contractors

This Subsection is amended by the addition of the following:

Adjacent contracts currently scheduled for the 2020 construction season include:

MTA Contract 2018.20 – York Toll Plaza, Mile 8.8.

#### 105.8.2 Permit Requirements

The Project is being constructed under the Maine Department of Environmental Protection (DEP). Natural Resources Protection Act Permit by Rule regulations Section 10- State Transpiration Facilities, updated June 8, 2012. A copy of the Section 10 – State Transportation Facilities Permit by Rule Regulations are attached in **Appendix A**. The Constrictor must abide by all of the conditions of the permit.

No tree cutting shall occur between June 1 and July 31.

The Project is being permitted under Section 404 of the Clean Water Act, through the US Army Corps of Engineers Programmatic General Permit, Category 2. The Project is subject to the General Conditions of the Category 2 Authorization dated October 13, 2015 through October 13, 2020. A copy of the General Permit standards and conditions is attached in **Appendix B**, and any other specific standards and conditions issued with the authorization notice by the US Army Corps of Engineers will be provided when available.

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

This project is subject to the Maine Construction General Permit (MCGP) and compliance with the erosion and sedimentation control requirements outlined in this Contract is required by the Contractor.

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

The LOD for this Contract, which will be submitted as part of the NOI, has been estimated to be 4.93 acres.

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

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

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

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

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

## 107.1 Contract Time and Contract Completion Date

This Subsection is amended by the addition of the following:

All work shall be completed on or before June 11, 2021. The contract shall be substantially complete by November 20, 2020.

#### 107.1.1 Substantial Completion

This Subsection is amended by the addition of the following:

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

- All roadway work, including surface pavement, shoulder widening, gates, and guardrail installation complete and available for traffic.
- All disturbed slopes loamed, seeded, and mulched and protected with temporary erosion control mix and/or blanket where necessary.

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

## 107.4.6 Prosecution of Work

The Contractor shall submit to the Authority a construction schedule which shall document that the Contractor has the necessary labor and equipment to work immediately and continuously at the project site once the bridge is closed. The intent of this specification is to minimize the amount of time for bridge closure, while providing the Contractor sufficient time to complete the work in a diligent manner and open the Emergency Vehicle Ramp as prescribed by the project's Substantial Completion date.

## SPECIAL PROVISION

## SECTION 203

## EXCAVATION AND EMBANKMENT

#### 203.01 Description

The following paragraph is added:

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

#### 203.04 General

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

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

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

#### 203.10 Embankment Construction - General

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

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

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

## 203.16 Winter Construction of Embankments

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

## 203.18 Method of Measurement

The following paragraphs are added:

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

## SPECIAL PROVISION

## SECTION 401

#### HOT MIX ASPHALT PAVEMENT

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

#### 401.01 Description

The following paragraph is added:

A Quality Control Plan (QCP) is required.

401.02 Materials

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

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

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

<u>Mainline Surface HMA Coarse aggregate:</u> The material retained on the No. 4 sieve, shall consist of angular fragments obtained from crushed quarry stone and be free of dirt or other objectionable materials. Coarse aggregate shall have a Micro-Deval value of 15.0 percent or less as determined by AASHTO T 327. The crushed stone shall have a maximum of 1.5% material finer than the No. 200 mesh when tested in accordance with AASHTO T-11. Flat and elongated particles shall not exceed a maximum of 8% at a 5:1 ratio in accordance with AASHTO T-335.

<u>Mainline Surface HMA Fine aggregate:</u> The material passing the No. 4 sieve, shall be crushed manufactured sand free from dirt, clay balls, or other objectionable material. Natural sand may be incorporated into the mix at a rate no greater than 10 percent by weight of total aggregate. The unconfined void content of the fine aggregate blend shall be a 45 minimum value when tested in accordance with AASHTO T-304, method A. AASHTO T-176 sand equivalent value shall be 45 minimum.

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

Cone Penetration	90-150
Flow @ 60°C [140°F]	3.0mm [1/8 in] max
Bond, non-immersed	Three 12.7mm [½ in] specimens pass 3 cycles @ 200% extension @ -29°C [-20°F]
Resilience, %	60 min
Asphalt Compatibility, ASTM D5329	pass*

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

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

## Section 401.03 Composition of Mixtures

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

HMA pavement mixtures for base, intermediate, shim and local road bridge projects shall be a currently approved MDOT design unless otherwise noted. A maximum of 20% RAP may be used. VMA shall meet the requirements listed in Table 1.

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

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

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

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

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

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

At the time of JMF submittal, the Contractor shall identify and make available the stockpiles of all proposed aggregates at the plant site. There must be a minimum of 150 ton for coarse aggregate stockpiles, 75 ton for fine aggregate stockpiles before the JMF may be submitted. The Authority shall obtain samples for laboratory testing. The Contractor shall also make available to the Authority the PGAB proposed for use in the mix in enough quantity to test the properties of the asphalt and to produce samples for testing of the mixture. Before the start of paving, the Contractor and the Authority's representative shall test a production sample in the Contractor's laboratory for evaluation. If the Authority finds the mixture acceptable, an approved JMF will be forwarded to the Contractor. The Authority will then notify the Contractor that paving may commence. The first day's production shall be monitored, and the approval may be withdrawn if the mixture exhibits undesirable characteristics such as checking, shoving or displacement. The Contractor shall be allowed to submit aim changes within 24 hours of receipt of the first Acceptance test result for an individual JMF. Adjustments will be allowed of up to 2% on the percent passing the 2.36 mm sieve through the 0.075 mm and 3% on the percent passing the 4.75

mm or larger sieves. Adjustments will be allowed on the %PGAB of up to 0.2 percent. Adjustments will be allowed on GMM of up to 0.010.

Approved mix designs from the previous calendar year may be carried over, however no aim changes will be granted for a carryover mix design and the initial design must not be older than the previous paving season.

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

Design ESAL's (Perce (Millions)		uired Density cent of G <sub>mm</sub> )		Voids in the Mineral Aggregate (VMA)(Minimum Percent) Nominal Maximum Aggregate Size (mm)				Voids Filled with Binder (VFB) (Minimum %)	Fines/Eff. Binder Ratio
	Ninitial	N <sub>design</sub>	N <sub>max</sub>	19	12.5	9.5	4.75		
10 to <30	<89.0	96.0	<u>&lt;</u> 98.0	13.5	14.5	15.5	15.5	65-80	0.6-1.2

## TABLE 1 VOLUMETRIC DESIGN CRITERIA

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

#### TABLE 1A HAMBURG WHEEL TRACKER REQUIREMENTS

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

## Section 401.031 Warm Mix Technology

Add the following to the end of the first paragraph:
Weather and seasonal limitations as outlined in section 401.06 may be reduced by a maximum 5°F with the use of WMA except for HMA being placed over bridge deck membrane.

## Section 401.04 Temperature Requirements

No vehicular loads shall be permitted on newly completed pavement until adequate stability has been attained and the material has cooled sufficiently to prevent distortion or loss of fines. The newly paved area may be opened to traffic after the internal temperature of the pavement has cooled to  $120^{\circ}$  F. The Resident will test the internal temperature of the pavement and shall be the sole judge as to the opening to traffic. The period of time before opening to traffic may be extended at the discretion of the Resident. The lane closure may not be removed until the internal temperature has cooled to  $120^{\circ}$  F.

### Section 401.06 Weather and Seasonal Limitations

The first paragraph shall be deleted and replaced with:

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

## Section 401.08 Hauling Equipment Trucks for Hauling HMA

Add the following paragraph:

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

#### Section 401.09 Pavers

Add the following to the end of the fourth paragraph:

The forward operating speed of the paver shall be limited based on the course being placed. A shim or leveling course shall have a maximum speed of 50 feet per minute (fpm). Any base, intermediate, or surface course shall have a maximum paver speed of 40 fpm. The limited speed is not to be calculated on an average basis over time but shall be the actual limitation at any moment during the paving operation.

#### Section 401.091 Material Transfer Vehicle (MTV)

The first paragraph shall be deleted and replaced with:

When required by Special Provision Section 403, the paver shall be supplied mixture by a material transfer vehicle (Roadtec SB2500 or approved equal) capable of receiving and storing bituminous mixture from haul trucks, remixing, and delivering the mix to the paver hopper in a consistently uniform manner.

The fourth paragraph shall be deleted and replaced with:

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

## Section 401.111 Layout

The contractor shall layout the site prior to any pavement course or final striping. Layout shall be achieved by physical measurements obtained every 50' along the length to be paved or striped. The contractor shall transfer the measurements to the pavement surface every 50' and apply a paint mark at each location. The marks shall then be connected by a smoothed string line and subsequent paint marks applied along the string at no greater than 10' intervals. The Resident will inspect the layout line before associated activities may begin.

# Section 401.165 Longitudinal Joint Density

The first paragraph shall be deleted and replaced with:

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

The eighth paragraph shall be deleted and replaced with:

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

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

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

PERCENT COMPACTION	PERCENT PAY
92.0 or greater	100
91.9 to 90.0	95
89.9 to 88.5	90
88.4 or less	80

# Section 401.17 Joints

The fourth paragraph shall be deleted and replaced with:

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

# Section 401.18 Quality Control

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

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

## Section 401.191 Inspection/Testing

In paragraph nine delete and replace Item #8 with:

# 8. Secure High-Speed Internet Access

401.21 Method of Measurement

The second paragraph shall be deleted and replaced with:

A reduction in payment will occur when the voids, asphalt content, and density are other than the limits specified below for 100 percent payment. The payment reduction for voids and PGAB content and density will be based upon each sublot (500 tons) of production as specified in Subsections 401.162, 401.163, 401.164, and 401.165. The Contractor may request one retest for each failing sublot for core density only. The original core density and the recut core density shall be averaged together to determine payment for the sublot. No retest will be allowed for voids or asphalt content. The Contractor shall pay \$250.00 for each additional core tested. Pavement restoration will not be measured separately for payment but shall be incidental to the respective pay item.

## SECTION 403

### HOT MIX ASPHALT PAVEMENT

Course	HMA	Item	Total	No. of	Complimentary
	Grading	Number	Thickness	Layers	Notes

#### **Emergency Vehicle Ramps**

Wearing	12.5mm	403.208	1.5"	1	C,I
Base	19.0mm	403.207	2.5"	1	C,I

#### COMPLEMENTARY NOTES

- A. The required PGAB for this mixture shall be 64E-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.
- 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 shall be incorporated into the mixture.
- K. The antistrip additive Zycotherm manufactured by Zydex Industries shall be incorporated into the PGAB at a rate of 0.1%.

## SECTION 409

### **BITUMINOUS TACK COAT**

#### 409.01 Description

#### This Subsection is deleted and replaced with the following:

This work consists of furnishing and applying one uniform application of Emulsified Asphalt RS-1 or RS-1h conforming to the specifications of AASHTO M-140. The application rate shall be  $0.04 \text{ gal/yd}^2$ 

This work consists of furnishing and applying one uniform application of UltraTack (NTSS-1HM) by Blacklidge or an approved equal as indicated in this specification and as per manufacturers' recommendation. The application rate shall be  $0.06 \text{ gal/yd}^2$ 

#### 409.05 Equipment

Add "or as determined by the Resident", after the words " $gal/yd^2$ ]" in the fourth line of the second paragraph of this Subsection.

### 409.06 Preparation of Surface

The following paragraph is added:

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

#### 409.08 Method of Measurement

The following paragraphs are added:

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

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

Cleaning of the surface area where tack coat is to be applied shall be incidental to Item 409.152, Bituminous Tack Coat - Applied.

# 409.09 Basis of Payment

The following pay items are added:

Pay Item		Pay Unit
409.15	Bituminous Tack Coat RS-1 or RS1h– Applied	Gallon
409.152	Bituminous Tack Coat NTSS-1HM Trackless– Applied	Gallon

# SECTION 419

## SAWING AND SEALING JOINTS IN BITUMINOUS PAVEMENT

### (Sawing Bituminous Pavement)

#### 419.01 Description

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

### 419.02 General

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

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

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

#### 419.03 Method of Measurement

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

#### 419.04 Basis of Payment

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

Payment will be made under:

Pay ItemPay Unit419.30Sawing Bituminous PavementLinear Foot

# SECTION 526

# CONCRETE BARRIER

## (Temporary Concrete Barrier Type I)

#### 526.01 Description

The following paragraphs are added:

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

#### 526.02 Materials

The following paragraphs are added:

- f. Delineators shall be bi-directional with a minimum effective reflective area of eight square inches as approved by the Resident. The reflectors shall be methyl methacrylate and the housing of acrylonitrile butadiene styrene. Color shall be in accordance with the MUTCD.
- Temporary traffic barrier shall be one of the barriers included under FHWA's g. Roadside Hardware Policy and Guidance for crashworthy longitudinal barriers, at the Contractor's discretion, unless otherwise specified. The type of temporary traffic barrier shall be provided to the Resident Engineer prior to use. All temporary traffic barrier and corresponding connections shall meet, unless otherwise specified in the Plans, Test Level 3 (TL-3) criteria as defined in NCHRP Report 350 or the AASHTO Manual for Assessing Safety Hardware (MASH) based on date of manufacture; all temporary concrete barrier manufactured after 12/31/19 shall meet MASH requirements. The appropriate resource shall be determined as described in the MASH publication. The Contractor shall supply the FHWA approval letter, manufacturer approved shop drawings and connection and anchorage details (if applicable), date of manufacture, and catalogue cuts for each barrier type to the resident engineer for approval. The manufacturer's shop drawings shall specify the maximum deflection distance the product is approved for. The Contractor's shop drawing submittal shall specify the available distance between the back or nonroadway side of the barrier to the closest fixed object or edge of open excavation being protected for each location of differing available deflection distance.

## 526.03 Construction Requirements

The following paragraphs are added:

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

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

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

Retro-Reflective Delineators shall be mounted as follows:

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

## 526.04 Method of Measurement

Delete this section and add the following:

Concrete Barrier will not be measured for payment but will be considered incidental to Item 652.39 Work Zone Traffic Control.

# SECTION 527

# ENERGY ABSORBING UNIT

## (Work Zone Crash Cushion)

### 527.01 Description

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

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

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

### 527.02 Materials

The following paragraph is added:

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

#### 527.03 Construction Requirements

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

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

#### 527.04 Method of Measurement

Delete this section and add the following:

Work Zone Crash Cushions will not be measured for payment but will be considered incidental to Item 652.39 Work Zone Traffic Control.

## SECTION 603

#### PIPE CULVERTS AND STORM DRAINS

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

#### 603.01 Description

The following paragraphs are added:

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

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

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

#### 603.02 Materials

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

#### 603.11 Method of Measurement

The following paragraph is added:

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

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

#### 603.12 Basis of Payment

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

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

Payment will be made under:

# Pay Item

# Pay Unit

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

## SECTION 606

# **GUARDRAIL**

### (Terminal End - Anchored End - 31" W-Beam Guardrail)

#### 606.01 Description

The section is amended by the addition of the following:

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

#### 606.02 Materials

The following sentences are added:

The guardrail elements shall be per the Components' List found on Sheet No. 2 & 3 of 3 of Drawing SEW31 – Trailing-end Anchorage System in the Task Force 13 Report noted above and/or as noted in the Contract Documents. The component RWM14a shall be modified to a length of  $9'-4\frac{1}{2}''$  measured from the center of the Midway Splice to the center of the last guardrail post.

#### 606.042 Terminal End - Anchored End

The following sentences are added:

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

#### 606.08 Method of Measurement

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

#### 606.09 Basis of Payment

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

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

Payment will be made under:

Pay Item		Pay Unit
606.1351	Terminal End - Anchored End – 31" W-Beam Guardrail	Each

## SECTION 606

## GUARDRAIL

# (Terminal End - Anchored End) (Terminal End - Anchored End, Thrie Beam)

#### 606.01 Description

The following sentence is added:

This work shall consist of furnishing and installing Terminal End – Anchored End, and Terminal End, Anchored End – Thrie Beam end treatments in accordance with these Specifications, the AASHTO-AGC-ARBTA Joint Committee Task Force 13 Report: A Guide to Standardized Highway Barrier Hardware, dated May 1995; and in reasonably close conformity with the lines and grades as shown on the Plans or as approved by the Resident.

#### 606.02 Materials

The following sentences are added:

The guardrail elements shall be per the Components' List found on Sheet No. 2 of 2 of Drawing SEW02a – Trailing End Terminal – Foundation Tube Option in the Task Force 13 Report noted above and/or as noted in the Contract Documents.

The following Subsection is added:

#### 606.042 Terminal End - Anchored End

Installation of the Terminal End – Anchored End shall be in strict accordance with the AASHTO-AGC-ARBTA Joint Committee Task Force 13 Report and the Details on Sheet No. 1 of 2 of Drawing SEW02a – Trailing End Terminal – Foundation Tube Option.

Height of installation of Terminal End – Anchored End units shall be 27.5-inches to the top of rail, transitioning to the standard height of 30-inches over a 25-foot length of Type 3d rail located immediately after the last post of the Anchored End unit.

Height of installation of Terminal End – Anchored End, Thrie Beam units shall be 32.0inches to the top of rail, transitioning to the standard height of 30-inches over a 25-foot length of Type 3d rail located immediately after the last post of the Thrie Beam Anchored End unit.

The reveal on the soil tube for the Anchored End units shall not exceed 3.5-inches. If site grading is be required to achieve the required rail height and soil tube reveal height, then such work will be incidental to the installation of the Anchored End units

## 606.08 Method of Measurement

The second paragraph is amended by the addition of: "Terminal End - Anchored End," after the words "NCHRP 350 end treatments,".

# 606.09 Basis of Payment

The second paragraph is amended by the addition of: "Terminal End - Anchored End," after the words "NCHRP 350 end treatments,".

Payment will be made under:

Pay Item		Pay Unit
606.278	Terminal End - Anchored End	Each
606.279	Terminal End - Anchored End, Thrie Beam	Each

# SECTION 606

# GUARDRAIL

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

#### 606.01 Description

The following paragraphs are added:

This work shall also consist of furnishing and installing new delineator posts and/or removing and resetting and/or removing and stacking existing delineator posts within the Contract limits. The existing reflectorized delineator panels shall be removed and replaced with new reflectorized delineator panels as required by the Resident.

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

### Outside Shoulder:

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

## Median:

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

#### Other Locations:

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

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

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

## 606.02 Materials

The following paragraphs are added:

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

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

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

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

### 606.03 Posts

The following paragraphs are added:

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

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

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

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

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

## 606.08 Method of Measurement

The following paragraphs are added:

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

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

## 606.09 Basis of Payment

The following sentences are added:

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

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

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

Payment will be made under:

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

# SECTION 606

## **GUARDRAIL**

(Guardrail – Remove, Modify and Reset, Single Rail) (Guardrail – Remove, Modify and Reset, Double Rail) (Guardrail - Remove and Stack) (Guardrail Adjust – Single Rail) (Guardrail Adjust – Double Rail)

#### 606.01 Description

The following paragraphs are added:

This work shall also consist of adjusting the height of the existing single and double rail guardrail in locations where the existing height of rail is not 30 inches. The guardrail shall be adjusted to a height of 30 inches. Existing single and double rail shall also be adjusted for lean.

The guardrail adjustment shall take place at all necessary locations; approximate locations are listed in the schedule of guardrail limits both median and outside shoulder. Exact locations for adjustment shall be determined by the Resident. If, during the course of the work, the contractor finds additional rail to be adjusted, then he shall notify the Resident, and the Resident determine if the rail is to be adjusted.

This work shall also consist of removing, stockpiling and stacking of existing single and double guardrail elements, component parts and hardware suitable for replacement as approved by the Resident. At the completion of the Contract, any unused guardrail elements, posts, component parts and hardware suitable for reuse shall remain the property of the Authority. Any guardrail elements, posts, component parts and hardware unsuitable for reuse shall become property of the Contractor.

Stockpiled materials, suitable for reuse, shall be utilized on Remove, Modify and Reset items prior to new materials being paid for.

This work shall consist of removing, disposing of existing guardrail elements, component parts and hardware, as directed by the Resident. All materials shall become the property of the Contractor and shall be removed from the site at the completion of the Project. The Contractor shall provide the Resident with an affidavit stating the final location of all disposed material and that the material was disposed of in accordance with the Maine Department of Environmental Protection Solid Waste Regulations.

#### 606.02 Materials

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

New non-wood offset blocks conforming to NCHRP 350 Test Level 3 shall be installed on all guardrail being reset. The existing steel offset brackets and backup plates shall become the property of the contractor.

The following Subsection is added:

# 606.021 General

All existing guardrail to be raised or lowered shall be completed prior to new guardrail or end treatments being attached.

# 606.036 Adjusting Existing Guardrail

Any materials or galvanizing damaged by the Contractor's operations shall be replaced or touched-up at no additional cost to the Authority.

Guardrail posts shall be raised to a minimum of five inches above final elevation prior to driving post to final elevation; this applies to both raising and lowering rail.

Any given length of guardrail to be adjusted shall be done in such a way that top of rail elevations do not vary drastically between each section of guardrail. Rail height tolerance shall be 30 inches, plus 0 inches, minus 1/2 inch. The 30 inches shall be measured from the edge of pavement to the top of rail beam when within 2 feet of the edge of pavement.

Rail shall be adjusted for lean where needed. All posts shall be plumb after adjusting for lean.

When the rail tapers from one bound to the other the rail shall be adjusted to the correct height on the farthest ends and shall be adjusted towards the center of the median to create a smooth line.

Earth around each adjusted or reset post shall be raked and compacted with a minimum 8 pound hand tamper or an approved device. Holes created due to adjusting or resetting a post shall be filled with a similar surrounding material and compacted.

## 606.08 Method of Measurement

The following paragraphs are added:

Adjusting of both single and double rail guardrail shall be measured by the linear foot of Guardrail adjusted and accepted.

Raking and compacting the earth around each reset post with a minimum 8 pound hand tamper or an approved device, and infilling and compacting holes created due to resetting posts with a similar surrounding material will not be paid separately, but shall be incidental to the Guardrail - Remove, Modify and Reset Pay or Guardrail - Adjust pay items.

Guardrail Remove and Stack will be measured on a linear foot basis of guardrail satisfactorily removed and stockpiled whether single rail or double rail. Single and double twisted end sections will be measured for payment on a linear foot basis as 25 feet of guardrail removed.

Guardrail removed and not reset or stacked shall be incidental to Contract Items and include all removal, disposal, equipment and labor necessary to satisfactorily complete the work.

Steel posts to replace damaged posts shall come from the stockpile of guardrail components to be disposed of, from this Contract and will not be measured separately for payment. If, in the opinion of the Resident, there are no suitable steel posts in the stockpile then steel posts will be measured for payment.

W-beam rail elements to replace damaged rail elements shall come from the stockpile of guardrail from the Remove and Stack or the guardrail to be disposed of from this Contract and will not be measured separately for payment. If, in the opinion of the Resident, there are no suitable W-beam rail elements in the stockpile then the W-beam rail elements will be measured for payment.

### 606.09 Basis of Payment

The following paragraphs are added:

Adjusting of single and double rail guardrail will be paid for at the Contract unit price per linear foot and shall be full compensation for furnishing all labor, equipment and materials necessary to complete the work. Guardrail Adjust will not be measured for payment until all compaction has been completed.

The accepted quantity of guardrail removal will be paid for at the Contract unit price bid, which price shall be full compensation for removing, transporting and stacking all guardrail elements, component parts and hardware, equipment, labor and all incidentals necessary to complete the work. No additional payment will be made for double rail.

Payment will be made under:

Pay Item		Pay Unit
606.3605	Guardrail – Remove, Modify, and Reset Single Rail	Linear Foot
606.3606	Guardrail – Remove, Modify, and Reset Double Rail	Linear Foot
606.369	Guardrail - Remove and Stack	Linear Foot
606.3621	Guardrail Adjust, Single Rail	Linear Foot
606.3622	Guardrail Adjust, Double Rail	Linear Foot

#### SECTION 607

#### FENCES

# (Pipe Entry Gate) (Remove and Reset Pipe Entry Gate)

#### 607.01 Description

The following paragraphs is added:

This work shall also consist of installing a pipe entry gate in reasonably close conformity with the lines and grades as shown on the Plans or as approved by the Resident.

This work shall also include removing existing pipe entry gate and resetting pipe entry gate in reasonably close conformity with the lines and grades as shown on the Plan or as approved by the Resident.

The installation shall include the assembly and erection of all parts and materials complete at the locations as shown on the Plans or as approved by the Resident.

#### 607.02 Materials

The following sentences are added:

The pipe entry gate width is designated on the Plans.

Pipe entry gate and associated hardware shall be made of aluminum as specified in ASTM B 429/ B 429M.

#### 607.06 Method of Measurement

Pipe Entry Gate and Remove and Reset Pipe Entry Gate will be measured by each unit of the kind specified and installed.

#### 607.07 Basis of Payment

Pipe Entry Gate will be paid for at the Contract price each, complete in place, which payment shall be compensation for furnishing and installing all necessary hardware, excavation and concrete.

Remove and Reset Pipe Entry Gate will be paid for at the Contract price each, complete in place, which payment shall be compensation for complete disassembly, moving, stacking, furnishing and installing all necessary hardware, including broken, missing, or damaged components, excavation and concrete.

Gate connection to proposed fence will not be measured separately for payment, but shall

be incidental to the gate work.

Payment will be made under:

Pay Item		Pay Unit
607.2325	Pipe Entry Gate	Each
607.2326	Remove and Reset Pipe Entry Gate	Each

## SECTION 610

# STONE FILL, RIPRAP, STONE BLANKET AND STONE DITCH PROTECTION

## (Temporary Stone Check Dams)

#### 610.01 Description

Paragraph (g) is added as follows:

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

### 610.032.e. Stone Check Dams

The following paragraph is added:

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

The following Subsection is added:

#### 610.033 Removing Stone

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

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

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

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

The following Subsection is added:

#### 610.034 Maintenance

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

# 610.05 Method of Measurement

The following paragraphs are added:

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

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

### 610.06 Basis of Payment

The following sentences are added:

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

Payment will be made under:

Pay Item		Pay Unit
610.181	Temporary Stone Check Dam	Cubic Yard

## SECTION 613

#### EROSION CONTROL BLANKET

#### 613.01 Description

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

#### 613.02 Materials

The following sentences are added:

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

Mulch shall meet the requirements of Section 619.

The following Subsection is added:

#### 613.041 Maintenance and Acceptance

See Section 618.10 for maintenance and acceptance of seeding.

#### 613.042 Mulch

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

#### 613.09 Basis of Payment

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

## SECTION 619

## MULCH

# (Mulch – Plan Quantity) (Temporary Mulch)

#### 619.01 Description

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

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

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

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

#### 619.03 General

The first paragraph is deleted and replaced with the following:

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

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

#### 619.06 Method of Measurement

The following sentence is added:

Temporary Mulch will be paid for by the lump sum.

#### 619.07 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

619.1201Mulch – Plan Quantity619.1202Temporary Mulch

<u>Pay Unit</u>

Unit Lump Sum

# SECTION 621

# LANDSCAPE

## (Plant Species Specification and Quantities List)

The following list of items provides the estimated quantities for use on this project. The scientific name of the plant material is provided along with the common name in parenthesis.

The contractor shall follow *Standard Specifications* Rev. November, 2014 for landscape materials and installation procedures (sec. 621).

Per Section 110.2.1 a Two-Year Warranty Bond will be required, incidental to planting.

# PLANT MATERIALS

#	Plant Material	Species	Qty
621.045	Evergreen Trees 6'–8' Gr. C	Abies concolor (White Fir)	5

# SECTION 645

# HIGHWAY SIGNING

(Remove and Stack Sign) (Remove and Reset Sign)

### 645.07 Demounting and Reinstalling Existing Signs and Poles

The following paragraphs are added:

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

Access to the Authority's Sign Shop shall be from the local roadway, Blackstrap Road. No Contractor vehicles are permitted direct access to or from the Sign Shop via the Turnpike mainline. Sign panels delivered to the Authority's Sign Shop shall be unbolted in the field and disassembled into sections not greater than 100 square feet for transport to the Sign Shop, without cutting into extruded panels.

At locations as shown on the Plans, existing ground mounted signs and overhead-mounted signs are designated to be removed and reset. This work shall consist of removing the sign panels, removing and resetting or disposing of the existing support equipment (wood posts or steel supports), and resetting the sign panels onto new steel supports as required or as directed by the Resident.

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

Steel H-beam supports salvaged to the Authority shall be labeled by size, shape, and length and stacked by approximate sizes at the Sign Shop as directed by the Authority. The label shall also note if the post has been drilled for mounting a breakaway kit (lower half) or breakaway splice plate (either lower half or upper half).

At locations as shown on the Plans, existing foundations to be removed shall be removed to a depth of 24 inches below final grade, including all concrete, reinforcing and anchor bolts. The removal of foundations shall include restoration of ground at the foundation locations.

#### 645.08 Method of Measurement

The following sentences are added:

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

Removing and resetting signs shall be measured as complete units each removed, relocated, and reset at the new location.

## 645.09 Basis of Payment

The following paragraphs are added:

The accepted signs Removed and Stacked shall be paid for at the Contract unit price each as specified. Such price shall include removing, disassembling, and stacking sign panels and supports at the location specified, and removing any foundations that are not reused with ground restoration as specified.

The accepted signs Removed and Reset shall be paid for at the Contract unit price each as specified. Such price shall include removing and resetting sign panels, removing and resetting or disposing of existing supports, and resetting the sign onto the new supports. Any signs or supports that are indicated to be reset or reused that are damaged by the Contractor shall be replaced by the Contractor at no additional cost to the Authority.

Payment will be made under:

#### Pay Item

Pay Unit

Each Each

645.105	Remove and Stack Sign
645.109	Remove and Reset Sign

# SECTION 652

# MAINTENANCE OF TRAFFIC

## (Work Zone Traffic Control)

This Specification modifies the Section 652 Supplemental Specification to define new pay items for all maintenance of traffic work associated with the Contract.

### 652.1 Description

The following paragraphs are added:

Work zone traffic control shall include all equipment, submittals, installation, operations, relocations, replacements and removals to maintain the continuous and effective maintenance of traffic through and detouring around all work zones.

### 652.7 Method of Measurement

Delete the whole section and replace with the following:

Work Zone Traffic Control will be measured as a lump sum as indicated in the plans and specifications, for all authorized and installed traffic control devices for which traffic shall be maintained in accordance with the approved traffic control plans.

Signs (supplied by the contractor, static and automated), signals, lighting devices, pavement markings, rumble strips, barriers and barricades, channelizing devices, hand signaling devices, portable light towers, flashing and steady burn warning lights and beacons, flashing arrow panels, truck-mounted equipment and trailers (except truck- mounted attenuators and automated trailer mounted speed limit signs, as defined for payment in special provision 652), traffic officers, flaggers and traffic coordinators will not be measured regardless of when or how often used or relocated on the project but shall be incidental to the Work Zone Traffic Control item. No additional payment will be made for devices that require replacement due to poor condition or inadequate retroreflectivity.

The installation and removal of existing and temporary pavement markings, regardless of material, will not be measured but shall be incidental to the Work Zone Traffic Control item. No additional payment will be made for refreshing temporary paint pavement markings due to inadequate retroreflectivity or for re-installation of temporary tape pavement markings due to poor adhesion.

## 652.8 Basis of Payment

Delete the first two paragraphs.

Add the following paragraph:

The Lump Sum for Work Zone Traffic Control will be payable in installments as follows: 25% of the Lump Sum once the Contractor's Traffic Control Plan is approved; 70% of the Lump Sum paid as work progresses, proportional to the overall completion percentage of the Contract; and the remining 5% paid upon Final Acceptance.

# 652.8.1 Maintenance of Traffic Control Devices

Delete the whole section and replace with the following:

Work Zone Traffic Control will be paid at the lump sum price as indicated in the plans and specifications. Such payment will be full compensation for the development and submission of the traffic control plans for approval and for the installation, operations, maintenance, relocation, replacement, and removal of all traffic control devices for the project, including signs, signals, temporary signal systems, lighting devices, pavement markings, rumble strips, barriers and barricades, channelizing devices, hand signalizing devices, portable light towers, flashing and steady burn warning lights and beacons, flashing arrow panels, truck- mounted equipment and trailers (except truck-mounted attenuators and automated trailer mounted speed limit signs, as defined for payment in special provision 652), traffic officers (except State Police as authorized by the Resident), flaggers and traffic coordinators. The lump sum price shall also include full compensation for all daily operations and maintenance of the approved traffic control plan and for all labor, tools, materials, equipment, incidentals, transportation, and labor required to implement the approved traffic control plans.

## 652.8.2 Other Items

Delete the whole section and replace with the following:

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

Payment will be made under:

Pay Item652.39Work Zone Traffic Control

<u>Pay Unit</u> Lump Sum

## SECTION 652

# MAINTENANCE OF TRAFFIC

# (Specific Project Maintenance of Traffic Requirements)

This Special Provision contains additional requirements beyond those in the 2016 MTA Supplemental Specifications for the specific project maintenance of traffic requirements.

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

All maintenance of traffic control devices shall meet current MUTCD guidelines and NCHRP 350 guidelines, and MASH guidelines if the date of manufacture was after 2019.

### Cider Hill Road and Bog Road Traffic Control Requirements

Two 11-foot lanes of traffic shall be maintained along Cider Hill Road and two 10-foot lanes of traffic shall be maintained along Bog Road in accordance with the details shown on the Plans. Short durations of alternating two-way traffic in a single lane will be permitted with proper maintenance of traffic signage and flaggers. A minimum of one 12-foot travel lane shall be maintained at all times for alternating two-way traffic. The Contractor shall notify the Resident two days prior to any lane closure. The Resident will notify the Town of York. At any time that the Contractor is not working, the full width of the roadway shall be open to traffic.

During the paving work on the ramps, the Contractor is permitted to maintain one 12foot lane of alternating traffic using flaggers on the roads listed above. Paving work includes pavement milling and resurfacing.

## Chases Pond Road and Sewalls Pasture Road Traffic Control Requirements

Two 11-foot lanes of traffic shall be maintained along Chases Pond Road and Sewalls Pasture Road in accordance with the details shown on the Plans. Short durations of alternating two-way traffic in a single lane will be permitted with proper maintenance of traffic signage and flaggers. A minimum of one 12-foot travel lane shall be maintained at all times. The Contractor shall notify the Resident two days prior to any lane closure. The Resident will notify the Town of York. At any time that the Contractor is not working, the full width of the roadway shall be open to traffic.

During the paving work on the ramps, the Contractor is permitted to maintain one 12foot lane of alternating traffic using flaggers on the roads listed above. Paving work includes pavement milling and resurfacing.

# Burnt Mill Road Traffic Control Requirements

Two 11-foot lanes of traffic shall be maintained along Burnt Mill Road in accordance with the details shown on the Plans. Short durations of alternating two-way traffic in a single lane will be permitted with proper maintenance of traffic signage and flaggers. A minimum of one 12-foot travel lane shall be maintained at all times. The Contractor shall notify the Resident two days prior to any lane closure. The Resident will notify the Town of Wells. At any time that the Contractor is not working, the full width of the roadway shall be open to traffic.

During the paving work on the ramps, the Contractor is permitted to maintain one 12foot lane of alternating traffic using flaggers on the roads listed above. Paving work includes pavement milling and resurfacing.

See tables below for specific limitations on local maintenance of traffic operations.

## Maine Turnpike Traffic Control Requirements

The maintenance of traffic control plans include shoulder closures and single lane closures for the work that will occur on, over, or adjacent to the Maine Turnpike roadway.

The following Maintenance of Traffic Limitation Tables provide limitations for activities along the Turnpike mainline. Travel lanes may not be impeded by traffic control devices until the time frames specified for each activity.

Loading/unloading trucks shall not be closer than six feet from an open travel lane when being loaded or unloaded within the work zone. MAINTENANCE OF TRAFFIC LIMITATION TABLE: TURNPIKE MAINLINE -APPROVED SHOULDER CLOSURES AND LANE CLOSURES

## CIDER HILL ROAD UNDERPASS (MM 6.2)

Mainline Northbound April 1, 2020 to May 31, 2020 September 8, 2020 to May 15, 2021					
		Temporary Turnpike Shoulder Closures	Long-Term Turnpike Shoulder Closures with Barrier	Turnpike Single Lane Closures	
Time of Day:	Anytime		Allowed		
Days of Week:	Sunday p.m. through Friday a.m.				
Time of Day:	6:00 p.m. to 7:00 a.m. next day	Allowed	Allowed	Allowed	
Days of Week:	Monday through Thursday (daytime)				
Time of Day:	9:00 a.m. to 3:00 p.m.	Allowed	Allowed	Allowed	
Mainline Northbound June 1, 2020 to September 7, 2020					
--	---------------------------------	-------------------------------------	---------	---------	
Long-TermTemporaryTurnpikeTurnpikeShoulderShoulderClosures withClosuresBarrierClosuresClosures		Turnpike Single Lane Closures			
Time of Day:	Anytime		Allowed		
Days of Week:	Sunday p.m. through Friday a.m.				
Time of Day:	6:00 p.m. to 7:00 a.m. next day	Allowed	Allowed	Allowed	

Mainline Southbound April 1, 2020 to June 20, 2020 September 8, 2020 to May 15, 2021				
Image: Constraint of the system Image: Constraint of the system Image: Constraint of the system   Image: Constraint of the system Image: Constraint of the system Image: Constraint of the system   Image: Constraint of the system Image: Constraint of the system Image: Constraint of the system   Image: Constraint of the system Image: Constraint of the system Image: Constraint of the system   Image: Constraint of the system Image: Constraint of the system Image: Constraint of the system   Image: Constraint of the system Image: Constraint of the system Image: Constraint of the system   Image: Constraint of the system Image: Constraint of the system Image: Constraint of the system		Turnpike Single Lane Closures		
Time of Day:	Anytime		Allowed	
Days of Week:	Sunday p.m. through Friday a.m.			
Time of Day:	6:00 p.m. to 6:00 a.m. next day	Allowed	Allowed	Allowed
Days of Week:	Monday through Thursday (daytime)			
Time of Day:	9:00 a.m. to 4:00 p.m.	Allowed	Allowed	Allowed

Mainline Southbound June 21, 2020 to September 7, 2020				
		Temporary Turnpike Shoulder Closures	Long-Term Turnpike Shoulder Closures with Barrier	Turnpike Single Lane Closures
Time of Day:	Anytime		Allowed	
Days of Week:	Sunday p.m. through Friday a.m.			
Time of Day:	7:00 p.m. to 6:00 a.m. next day	Allowed	Allowed	Allowed

Cider Hill Road April 1, 2020 to May 15, 2021			
		Temporary Shoulder Closures	Flagging/ Single Lane Closures
Time of Day:	Anytime	Allowed	
Days of Week:	Sunday p.m. through Friday a.m.		
Time of Day:	6:30 p.m. to 6:30 a.m. next day	Allowed	Allowed
Days of Week:	Monday through Friday (daytime)		
Time of Day:	8:30 a.m. to 4:30 p.m.	Allowed	Allowed

	Bog Road April 1, 2020 to May 15, 2021	
		Flagging/ Single Lane Closures
Time of Day:	Anytime	Allowed

# MOUNTAIN ROAD UNDERPASS (MM 10.20) BURNT MILL ROAD UNDERPASS (MM 19.9)

Mainline Northbound April 1, 2020 to June 13, 2020 September 8, 2020 to May 15, 2021				
Long-TermTemporaryTurnpikeTurnpikeShoulderShoulderTurnShoulderClosures withClosuresBarrierClosuresClosures		Turnpike Single Lane Closures		
Time of Day:	Anytime		Allowed	
Days of Week:	Sunday p.m. through Friday a.m.			
Time of Day:	6:30 p.m. to 7:00 a.m. next day	Allowed	Allowed	Allowed
Days of Week:	Monday through Thursday (daytime)			
Time of Day:	9:00 a.m. to 3:30 p.m.	Allowed	Allowed	Allowed

Mainline Northbound & Southbound June 14, 2020 to September 7, 2020				
		Temporary Turnpike Shoulder Closures	Long-Term Turnpike Shoulder Closures with Barrier	Turnpike Single Lane Closures
Time of Day:	Anytime		Allowed	
Days of Week:	Sunday p.m. through Thursday a.m.			
Time of Day:	8:00 p.m. to 7:00 a.m. next day	Allowed	Allowed	Allowed

Mainline Southbound April 1, 2020 to June 13, 2020 September 8, 2020 to May 15, 2021				
Long-TermTemporaryTurnpikeTurnpikeShoulderShoulderClosures withClosuresBarrierClosures		Turnpike Single Lane Closures		
Time of Day:	Anytime		Allowed	
Days of Week:	Sunday p.m. through Friday a.m.			
Time of Day:	6:00 p.m. to 6:00 a.m. next day	Allowed	Allowed	Allowed
Days of Week:	Monday through Thursday (daytime)			
Time of Day:	9:00 a.m. to 3:30 p.m.	Allowed	Allowed	Allowed

Burnt Mill Road, Chases Pond Road, Sewalls Pasture Road April 1, 2020 to May 15, 2021		
		Flagging/ Single Lane Closures
Time of Day:	Anytime	Allowed

- <u>NOTE 1:</u> Turnpike Lane Closures shall be removed if construction is not ongoing. Unattended lane closures are not allowed.
- <u>NOTE 2:</u> Construction vehicles are prohibited from merging with mainline traffic after noon on Fridays between June 19<sup>th</sup> and September 11<sup>th</sup> unless the merge occurs at an interchange.

- <u>NOTE 3:</u> There shall be no lane closures permitted along the Turnpike over the following dates:
  - April school vacation week 2020 (April 20<sup>th</sup> April 24<sup>th</sup>)
  - May 22-25, 2020
  - July 2-7, 2020
  - September 3-8, 2020
  - October 9-12, 2020
  - November 25-30, 2020
  - December 23, 2020 January 4, 2021
  - February school vacation week 2021 (TBD)
  - April school vacation week 2021 (TBD)

## SPECIAL PROVISION

#### SECTION 652

## MAINTENANCE OF TRAFFIC

### (Flaggers)

Section 652 of the Maine Turnpike Authority 2016 Supplemental Specifications is modified as follows:

#### 652.2.4 Other Devices

Paragraph five is deleted and replaced with the following:

STOP/SLOW paddles shall be the primary and preferred hand-signaling device. Flags shall be limited to emergencies. The paddle shall have an octagonal shape and be at least 18 inches wide with letters at least 6 inches high and should be fabricated from light semi-rigid material. STOP/SLOW paddles shall have internal flashing LEDs and be Visual-Alert LED STOP/SLOW Paddles or approved equivalent.

#### 652.4 Flaggers

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

Only flashing SLOW/STOP paddles shall be used and the flagger station shall be illuminated to assure visibility in accordance with 652.6.2.

#### Add:

Flaggers shall not stop traffic on Turnpike mainline or interchange ramps. Only State Police are allowed to stop traffic on mainline or interchange ramps.

#### 652.7 Method of Measurement

#### Add:

Flaggers will not be measured for payment but will be considered incidental to Item 652.39 Work Zone Traffic Control.

## SPECIAL PROVISION

## SECTION 652

### MAINTENANCE OF TRAFFIC

### (Truck Mounted Attenuator)

Section 652 of the Maine Turnpike Authority 2016 Supplemental Specifications is modified as follows:

#### 652.1 Description

The following paragraph is added:

When a pay item for a Truck Mounted Attenuator (TMA) is included in the contract at least one TMA will be required on the project and its use will be required. The truck mounted attenuator should be utilized in lane closures and other construction operations where workers are exposed to traffic and not protected by other positive means. The Contractor shall manage the utilization and operation of the TMA and if at least one is not used as described above then it will be considered a Traffic Control Plan violation and result in a reduction of payment as outlined in Section 652.

## 652.2.1 Truck Mounted Attenuator

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

The truck mounted attenuator system shall conform to the following requirements:

- Truck and attached attenuator shall conform to the NCHRP Report 350, Test Level 3 criteria, or MASH Test Level 3 criteria if manufactured after 2019.
- A mounted revolving amber light or amber strobe light with 360-degree visibility.
- An arrow light bar fixed to the vehicle.
- The attenuator shall be mounted to a vehicle with a minimum weight of 10,000 lbs.

## 652.3.7 Operations

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

The Contractor shall manage the operation of the truck mounted attenuator. The truck mounted attenuator should be utilized in lane closures and other construction operations where workers are exposed to traffic and not protected by positive means. The operation of the vehicle shall be in accordance with the Manual of Uniform Traffic Control Devices and the manufacturer's recommendation.

<u>Installation:</u> The chart below identifies the distance from the work zone or hazard where the TMA shall be deployed. If the work zone is within a marked lane closure, the barrier truck distances shall apply and if the work is mobile, then shadow truck distances shall apply. The TMA shall not be located in the buffer zone. When used as a barrier, the barrier truck shall be parked in low gear with brakes applied and the front wheels turned away from the work zone and the adjacent traffic lane. For placement details, reference the Manual of Uniform Traffic Control Devices (MUTCD).

Weight of Truck	Barrier Truck Distance from	Shadow Truck Distance from Work Vehicle or Work Zone
	WOIK ZOILE OF HAZATU	WOLK VEHICLE OF WOLK ZOLE
10,000 lbs	250 ft	300 ft
15,000 lbs	200 ft	250 ft
>24,000 lbs	150 ft	200 ft

#### 652.7 Method of Measurement

The last paragraph is deleted and replaced with:

Truck mounted attenuator shall be measured for payment by the calendar day for each calendar day that a unit is used on a travel lane or shoulder on the project, as approved by the Resident.

#### 652.8.2 Basis of Payment

The last two paragraphs are deleted and replaced with:

The Truck Mounted Attenuator(s) will be paid for at the Contract unit price per calendar day for each TMA used. This price shall include all costs associated with the use of the vehicle. Payment shall include operator, fuel, truck, maintenance, flashing lights, arrow board and all other incidentals necessary to operate the vehicle.

Payment will be made under:

Pay Item

652.45Truck Mounted Attenuator

#### <u>Pay Unit</u>

Calendar Day

# SPECIAL PROVISION

## SECTION 719

# SIGNING MATERIAL

#### Section 719.01 Reflective Sheeting

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

Retroreflective sheeting for signs shall meet at a minimum the requirements for ASTM 4956 – Type XI (Prismatic) manufactured by 3M Company, for all signs.

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

For Type 1 Guide Signs, all reflective sheeting shall be color matched on each sign unit.

All warning signs shall be fluorescent yellow except for Ramp Advisory Speed signs which shall be yellow.

All Construction Series signs that use orange backgrounds shall be fluorescent orange.

All Pedestrian Signs shall be fluorescent yellow-green.

EZ-PASS Purple shall conform to the FHWA Purple color box.

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

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

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

Direct applied letters, numerals, symbols and borders shall consist of cut out sheeting that shall meet at a minimum the requirements for ASTM 4956 – Type XI (Prismatic) sheeting. The sheeting material used for the direct applied legend shall be the same type as used for the background.

# APPENDIX A

Section 11 – State Transportation Facilities Permit by Rule Regulations

- (6) **Utility lines, pipes and cables**. Wires and pipes providing utility services. The term includes telephone and electric wires, gas, oil, water and sewer pipelines, and their support structures, whether public or private.
- (7) **Non-native wetland plants**. Wetland grasses, forbs, shrubs, or trees not native to the State of Maine, for example, common reed (*Phragmites communis*) and purple loosestrife (*Lythrum salicaria*).

#### 10. Stream crossings (bridges, culverts and fords)

## A. Applicability

- (1) This section applies to the construction of a bridge span or culvert crossing of a river, stream or brook, and associated accessway construction within 25 feet of the river, stream or brook crossing excluding the following:
  - (a) Crossings of outstanding river segments identified in 38 M.R.S.A. Section 480-P;
  - (b) Crossings of any river as defined by 38 M.R.S.A. Section 436-A(11), the Mandatory Shoreland Zoning Act (information is available at the Town Office); or
  - (c) Crossings of any portion of a river, stream or brook that experiences tidal action.
  - NOTE: Temporary structures do not require a permit from the department under the Natural Resources Protection Act (NRPA) provided no filling and minimal soil disturbance occurs. All crossings involving filling in and adjacent to a river, stream or brook, such as culvert crossings, are subject to the NRPA and must first receive a permit before construction.
- (2) This section also applies to the establishment of a permanent stream ford for purposes of timber harvesting, livestock, agriculture and construction and maintenance of a utility line.
- (3) A stream crossing constructed between July 15 and October 1 that is associated with forest management activities is exempt from the 14 day waiting period required in Section 1(C)(1).
- (4) A stream crossing constructed between July 15 and October 1 that is performed or supervised by individuals currently certified in erosion control practices by the DEP is exempt from the 14 day waiting period required in Section 1(C)(1).
- (5) Multiple stream crossings may be submitted on one PBR notification form as long as all of the crossing activities are located within one town.
- (6) This section does not apply to an activity that is not or will not be in compliance with the terms and conditions of permits issued under the Site Location of Development Law, 38 M.R.S.A. Sections 481 to 490, the Storm Water Management Law, 38 M.R.S.A. Section 420-D, or the Natural Resources Protection Act, 38 M.R.S.A. Sections 480-A to 480-Z.
- (7) This section does not apply to an activity that will not conform to the local shoreland zoning ordinance.

#### NOTES:

- (1) Contact the local Code Enforcement Officer for information on local shoreland zoning requirements.
- (2) Maintenance and repair of a public or private crossing of a river, stream or brook is exempt from the NRPA provided that:
  - (a) Erosion control measures are taken to prevent sedimentation of the water;
  - (b) The crossing does not block fish passage in the water course; and
  - (c) Any replaced culvert is not more than 25% longer than the culvert being replaced and is not longer than 75 feet.
- (3) A permit will be required from the US Army Corps of Engineers for the following types of projects:
  - (a) Any activity involving impacts (direct and secondary) to freshwater wetlands; or
  - (b) An activity within a river, stream or brook between October 2 and July 14.

A copy of the PBR notification form and original photographs, not photocopies, should be submitted to the Corps of Engineers for these activities (US Army Corps of Engineers, 675 Western Avenue, Suite #3, Manchester, ME 04351. Tel. (207) 623-8367).

#### **B.** Submissions

- (1) For any crossing involving trenching or disturbance of substrate in a river, stream or brook that occurs between October 2 and July 14, the proposed dates for construction of the crossing must be clearly identified on the notification form under "Description of Project".
- (2) Except for crossings associated with forest management activities, the applicant is required to submit photographs of the area that will be affected by the activity proposed.
- (3) Photographs showing the completed project and the affected area must be submitted within 20 days of the activity's completion. The photographs must be sent with a copy of the notification form or labeled with the applicant's name and the town in which the activity took place.

#### C. Standards

- (1) The following measures must be taken to prevent erosion of soil or fill material from disturbed areas into the resource:
  - (a) Staked hay bales or silt fence must be properly installed between the area of soil disturbance and the resource before the activity begins;

- (b) Hay bales or silt fence barriers must be maintained until the disturbed area is permanently stabilized;
- (c) Within 7 calendar days following the completion of any soil disturbance, and prior to any storm event, mulch must be spread on any exposed soils;
- (d) All disturbed soils must be permanently stabilized; and
- (e) Within 30 days of final stabilization of the site, any silt fence must be removed.

NOTE: For guidance on erosion and sedimentation controls, consult the Maine Erosion and Sediment Control BMPs, dated March 2003. This handbook and other references are available from the DEP.

- (2) If a perennial watercourse to be crossed is used for navigation, the crossing must consist of a bridge span or pipe arch with at least 4 feet of clearance during normal high water for boat traffic.
- (3) If the stream to be crossed is a perennial watercourse and has a slope of more than 2%, a bridge or a pipe arch must be used to maintain the natural streambed.
- (4) Fill sideslopes in a stream or floodplain wetland must be maintained at a slope no shallower than 3 horizontal to 1 vertical and no steeper than 1.5 horizontal to 1 vertical. Fill sideslopes must be stabilized at the completion of the activity.

NOTE: Uncompacted soils or sandy soils that are saturated at the toe of a slope will be unstable at a 1.5 to 1 slope.

- (5) A bridge or culvert must provide an opening with a cross-sectional area at least equal to 3 times the cross-sectional area of the stream channel or sufficient in size to accommodate 25-year frequency water flows.
- NOTE: Stream crossings allowable under this section but located in flood hazard areas (i.e. A zones) as identified on a community's Flood Insurance Rate Maps (FIRM) or Flood Hazard Boundary Maps (FHBM) must be designed and constructed under the stricter standards contained in that community's National Flood Insurance Program (NFIP). For example, a crossing may be required to pass a 100-year flood event.
  - (6) Road surfaces must be constructed in a manner to prevent erosion of material into the river, stream or brook.
  - (7) Surface water on or adjacent to crossing approaches must be diverted through vegetative filter areas at least 25 feet long to avoid sedimentation of the watercourse. Roadside ditches may not extend to the resource being crossed.
- NOTE: Surface water on or adjacent to crossing approaches should be diverted through vegetative filter areas to avoid sedimentation of the watercourse. Because roadside ditches may not extend to the resource being crossed, filter areas should be established in accordance with the following tables:

Average slope of land between	Width of strip between ditch terminus
exposed mineral soil and	and normal high water mark
normal high water mark (percent)	(feet along surface of the ground)
0	25
10	45
20	65
30	85
40	105
50	125
60	145
70	165

- (8) A stream ford must be lined with crushed stone, blasted ledge, washed stone, gabion blankets or geotextile material for erosion control when the natural stream bed does not consist of ledge or rock.
- (9) A stream ford must allow for fish passage at all times of the year and may not impound water. The fords must also allow for maintenance of normal stream flows.

(10) Culvert crossings must:

- (a) Be limited to 75 feet in length. This limit may not be exceeded within a half-mile length of the stream or within the length of stream controlled by the applicant, if less;
- (b) Follow the alignment and grade of the existing stream channel where possible. On perennial streams the culvert's gradient may not exceed 1%;
- (c) Have the bottom of the entire culvert installed at or below stream bed elevation, except for additional culverts at the same crossing;
- (d) Where two or more culverts are installed, be offset in order to concentrate low flows into the culvert within the natural channel;
- (e) Be seated on firm ground, or on geotextiles, logs or other materials used to stabilize the ground;
- (f) Be covered by soil to a minimum depth of 1 foot or according to the culvert manufacturer's specifications, whichever is greater;
- (g) Have the soil compacted at least halfway up the side of the culvert; and
- (h) Have the inlet and outlet ends stabilized by riprap in accordance with Section 8 Shoreline stabilization standards to avoid erosion of material around the culvert.

NOTE: For guidance on riprap installation, consult the Maine Erosion and Sediment Control BMPs, dated March 2003. This handbook and other references are available from the DEP.

- (11) Wheeled or tracked equipment may not operate in the water. Equipment operating on the shore may, where necessary, reach into the water with a bucket or similar extension. Equipment may cross streams on rock, gravel or ledge bottom.
- (12) Work below the normal high water line must be done during periods of low water level or flow.
- (13) If the crossing involves trenching or disturbance of substrate in a river, stream or brook between October 2 and July 14, the activity must occur during the time period approved by the DEP. The approved time period may be the time period proposed by the applicant or an alternative time period approved by the DEP. An alternative time period will be required where it appears an unreasonable impact on water quality or fisheries may result at the point of crossing or immediately downstream of the crossing. The applicant will be notified by the DEP within 14 days if an alternative time period, other than the one proposed by the applicant, is required for constructing the crossing.
- (14) If work is performed in a river, stream or brook that is less than three feet deep at the time of the activity and at the location of the activity, the applicant must provide for temporary diversion of flow to the opposite side of the channel while work is in progress.
  - (a) Diversion may be accomplished by placing sandbags, timbers, sheet steel, concrete blocks, 6+ mil polyethylene or geotextiles from the bank to midstream on the upstream side of the activity. No more than two-thirds (2/3) or 25 feet of stream width, whichever is less, may be diverted at one time.
  - (b) Any material used to divert water flow must be completely removed upon completion of the activity, and the stream substrate must be restored to its original condition.
  - (c) A pump may be operated, where necessary, for a temporary diversion. The pump outlet must be located and operated such that erosion or the discharge of sediment to the water is prevented.
- (15) All wheeled or tracked equipment that must travel or work in a vegetated wetland area must travel and work on mats or platforms in order to protect wetland vegetation.
- (16) All excavated material must be stockpiled either outside the wetland or on mats or platforms. Hay bales or silt fence must be used, where necessary, to prevent sedimentation.
- (17) The use of untreated lumber is preferred. Lumber pressure treated with chromated copper arsenate (CCA) may be used only if necessary and only if use is allowed under federal law and not prohibited from sale under 38 M.R.S.A. 1682, and provided it is cured on dry land in a way that exposes all surfaces to the air for a period of at least 21 days prior to construction. Wood treated with creosote or pentachlorophenol may not be used where it will contact water.

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  - **D. Definitions.** The following terms, as used in this chapter, have the following meanings, unless the context indicates otherwise:
    - (1) **Cross-sectional area**. The cross-sectional area of a stream channel is determined by multiplying the stream channel width by the average stream channel depth. The stream channel width is the straight line distance from the normal high water line on one side of the channel to the normal high water line on the opposite side of the channel. The average stream channel depth is the average of the vertical distances from a straight line between the normal high water marks of the stream channel to the bottom of the channel.
    - (2) **Crossing**. Any activity extending from one side to the opposite side of a protected natural resource, or to an island or upland within a protected natural resource whether under, through or over that resource. Such activities include, but are not limited to roads, fords, bridges, culverts, utility lines, water lines, sewer lines and cables, and the clearing and removal of vegetation necessary to install and maintain these crossings.
    - (3) **Fill**. a. (verb) To put into or upon, supply to, or allow to enter a water body or wetland any earth, rock, gravel, sand, silt, clay, peat, or debris; b. (noun) Material, other than structures, placed in or adjacent to a water body or wetland.
    - (4) **Ford**. A permanent crossing of a stream utilizing an area of existing, non-erodible substrate of the stream, such as ledge or cobble, or by placing non-erodible material such as stone or geotextile on the stream bottom.
    - (5) **Perennial watercourse**. A river, stream or brook depicted as a solid line on the most recent edition of a United States Geological Survey 7.5 minute series topographic map, or if not available, a 15 minute series topographic map.
    - (6) **Riprap.** Heavy, irregularly-shaped rocks that are fit into place, without mortar, on a slope. Square or rectangular rocks with flat faces, such as quarry stone or manufactured blocks, do not qualify as "irregularly-shaped".
    - (7) Used for navigation. Those rivers, streams or brooks used by motorized watercraft.

#### 11. State transportation facilities

## A. Applicability

- (1) This section applies to the maintenance, repair, reconstruction, rehabilitation, replacement or minor construction of a State Transportation Facility carried out by, or under the authority of, the Maine Department of Transportation (MaineDOT) or the Maine Turnpike Authority, including any testing or preconstruction engineering, and associated technical support services.
- (2) This section does not apply to an activity within a coastal sand dune system.
- NOTE: The construction of a transportation facility other than roads and associated facilities may be subject to the Storm Water Management Law, 38 M.R.S.A. Section 420-D.

# APPENDIX B

ACOE Category 2 Permit and General Permit Standards and Conditions



DEPARTMENT OF THE ARMY NEW ENGLAND DISTRICT, CORPS OF ENGINEERS 696 VIRGINIA ROAD CONCORD, MASSACHUSETTS 01742-2751

#### MAINE GENERAL PERMIT (GP) AUTHORIZATION LETTER AND SCREENING SUMMARY

SEAN DONAHUE
MAINE TURNPIKE AUTHORITY
2360 CONGRESS STREET
PORTLAND, MAINE 04102

CORPS PERMIT #	NAE-2020-00472
CORPS GP ID#	20-095
STATE ID#	PBR

#### **DESCRIPTION OF WORK:**

Place temporary and permanent fill below the ordinary high water mark of an unnamed stream and in					
adjacent freshwater wetlands at York. Maine in order to construct a new emergency vehicle access ramp from					
Cider Hill Road to the southbound lane of the Maine Turnpike. This work will result in approximately 20 s.f.					
of temporary and 124 s.f.	of permanent s	tream be	d impact: and 7	0 s.f. of	temporary and 477 s.f. of
permanent wetland impact. This work is shown on the attached plans entitled "Cider Hill Road. Maine					
Project Description Continued on Page 2					
LAT/LONG COORDINATES :	43.152262°	N	-70.676502°	w	USGS QUAD: YORK HARBOR, ME

#### I. CORPS DETERMINATION:

Based on our review of the information you provided, we have determined that your project will have only minimal individual and cumulative impacts on waters and wetlands of the United States. Your work is therefore authorized by the U.S. Army Corps of Engineers under the Federal Permit, the Maine General Permit (GP). http://www.nae.usace.army.mil/Portals/74/docs/regulatory/StateGeneralPermits/ME/Maine\_General\_Permit\_2015.pdf

You must perform the activity authorized herein in compliance with all the terms and conditions of the GP [including any attached Additional Conditions and any conditions placed on the State 401 Water Quality Certification <u>including any required mitigation</u>]. Please review the enclosed GP carefully, including the GP conditions beginning on page 5, to familiarize yourself with its contents. You are responsible for complying with all of the GP requirements; therefore you should be certain that whoever does the work fully understands all of the conditions. You may wish to discuss the conditions of this authorization with your contractor to ensure the contractor can accomplish the work in a manner that conforms to all requirements.

If you change the plans or construction methods for work within our jurisdiction, please contact us immediately to discuss modification of this authorization. This office must approve any changes before you undertake them.

Condition 38 of the GP (page 16) provides one year for completion of work that has commenced or is under contract to commence prior to the expiration of the GP on October 13, 2020. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 13, 2021.

This authorization presumes the work shown on your plans noted above is in waters of the U.S. Should you desire to appeal our jurisdiction, please submit a request for an approved jurisdictional determination in writing to the undersigned.

No work may be started unless and until all other required local, State and Federal licenses and permits have been obtained. This includes but is not limited to a Flood Hazard Development Permit issued by the town if necessary.

II. STATE ACTIONS: PENDING [ X ], ISSUED [ ], DENIED [ ] DATE
APPLICATION TYPE:     PBR:     X     TIER 1:     TIER 2:     TIER 3:     LURC:     DMR LEASE:     NA:
III. FEDERAL ACTIONS:
JOINT PROCESSING MEETING: <u>2/20/20</u> LEVEL OF REVIEW: CATEGORY 1: CATEGORY 2: X
AUTHORITY (Based on a review of plans and/or State/Federal applications): SEC 10, 404X10/404, 103
EXCLUSIONS: The exclusionary criteria identified in the general permit do not apply to this project.
FEDERAL RESOURCE AGENCY OBJECTIONS: EPA_NO, USF&WS_NO, NMFS_NO
If you have any questions on this matter, please contact my staff at 207-623-8367 at our Augusta, Maine Project Office. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at <a href="http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0">http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0</a>

Veneris AY L. CLEMENT

SENIOR PROJECT MANAGER MAINE PROJECT OFFICE

Jayl Cement	3/18/20
FOR FRANK J. DEL GIUDICE	DATE
CHIEF PERMITS & ENFORCEMENT	BRANCH

CHIEF, PERMITS & ENFORCEMENT BRANCH REGULATORY DIVISION



#### **Project Description Continued from Page 1**

Turnpike Authority, Emergency Vehicle Ramps" in one sheet dated "December 06, 2019, 2019" and "EMERGENCY VEHICLE RAMPS, CIDER HILL ROAD - SOUTHBOUND" in two sheets dated "10/2019".

#### PLEASE NOTE THE FOLLOWING CONDITIONS FOR DEPARTMENT OF THE ARMY GENERAL PERMIT NO. NAE-2020-00472

1. This authorization requires you to 1) notify us before beginning work so we may inspect the project, and 2) submit a Compliance Certification Form. You must complete and return the enclosed Work Start Notification Form(s) to this office at least two weeks before the anticipated starting date. You must complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work and any required mitigation (but not mitigation monitoring, which requires separate submittals).

2. The permittee shall assure that a copy of this permit is at the work site whenever work is being performed and that all personnel performing work at the site of the work authorized by this permit are fully aware of the terms and conditions of the permit. This permit, including its drawings and any appendices and other attachments, shall be made a part of any and all contracts and sub-contracts for work which affects areas of Corps of Engineers' jurisdiction at the site of the work authorized by this permit. This shall be done by including the entire permit in the specifications for the work. If the permit is issued after construction specifications but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. The term "entire permit" includes permit amendments. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contract or sub-contract shall be obligated by contract to comply with all environmental protection provisions of the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps of Engineers jurisdiction.

3. The permittee and his contractor(s) shall minimize the potential for effects to salmon and both sturgeon species by conducting all construction activities for the project in accordance with the Maine DOT - approved Soil Erosion and Water Pollution Control Plan. Instream turbidity will be visually monitored and all erosion controls will be inspected daily to ensure that the measures taken are adequate. If inspection shows that the erosion controls are ineffective, immediate action will be taken to repair, replace, or reinforce controls as necessary.

4. All exposed soils resulting from the construction will be promptly seeded and mulched in order to achieve vegetative stabilization.

5. All areas of temporary fill shall be restored to their original contour and character upon completion of the work.

 Tree clearing shall be conducted between October 16 and April 9 to the maximum extent practicable and shall not occur between June 1 and July 31 of any year in order to minimize potential impacts to federally listed northern long-eared bats.

7. Instream work shall be conducted between July 15 and September 30 in order to minimize impacts to aquatic organisms and local water guality.









US Army Corps of Engineers ® New England District

# WORK-START NOTIFICATION FORM

(Minimum Notice: Two weeks before work begins)

EMAIL TO: jay.l.clement@usace.army.mil

or

MAIL TO:

Jay Clement US Army Corps of Engineers Maine Project Office 442 Civic Center Drive Augusta, Maine 04330

\*\*\*\*\*\*

Corps of Engineers Permit No. NAE-2020-00472 was issued to the Maine Turnpike Authority. This work is located in an unnamed stream and in adjacent freshwater wetlands at York, Maine and authorized the permittee to place temporary and permanent fill in order to construct a new emergency vehicle access ramp from Cider Hill Road to the southbound lane of the Maine Turnpike. This work will result in approximately 20 s.f. of temporary and 124 s.f. of permanent stream bed impact; and 70 s.f. of temporary and 477 s.f. of permanent wetland impact.

The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

#### PLEASE PRINT OR TYPE

Name of Person/Firm:	
Business Address:	
	· · · · · · · · · · · · · · · · · · ·
Phone & email: ()	
Proposed Work Dates: Start:	Finish:
Permittee/Agent Signature:	Date:
Printed Name:	Title:
Date Permit Issued: I	Date Permit Expires:
*****	****************
FOR USE BY THE CO	ORPS OF ENGINEERS
PM: <u>Clement</u> Su	bmittals Required: <u>No</u>
Inspection Recommendation: Inspect as	convenient



US Army Corps of Engineers ® New England District

(Minimum Notice: Permittee must sign and return notification within one month of the completion of work.)

# **COMPLIANCE CERTIFICATION FORM**

Permit Number: <u>NAE-2020-00472</u>

Project Manager Clement

Name of Permittee: <u>Maine Turnpike Authority</u>

Permit Issuance Date: \_\_\_\_\_

Please sign this certification and return it to the following address upon completion of the activity and any mitigation required by the permit. You must submit this after the mitigation is complete, but not the mitigation monitoring, which requires separate submittals.

***	*************************	
* N	AIL TO: U.S. Army Corps of Engineers, New England District	
*	Permits and Enforcement Branch C *	
*	Regulatory Division *	
*	696 Virginia Road *	
*	Concord, Massachusetts 01742-2751 *	
*************		

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit was completed in accordance with the terms and conditions of the above referenced permit, and any required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

Printed Name

Date of Work Completion

(\_\_\_\_) Telephone Number

(\_\_\_\_) Telephone Number